



City of Nedlands

Minutes

Council Meeting

23 July 2019

Attention

These Minutes are subject to confirmation.

Prior to acting on any resolution of the Council contained in these minutes, a check should be made of the Ordinary Meeting of Council following this meeting to ensure that there has not been a correction made to any resolution.

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City of Nedlands

Minutes of an Ordinary Meeting of Council held in the Council Chambers, Nedlands on Tuesday 27 March 2018 at 7 pm.

Declaration of Opening

The Presiding Member declared the meeting open at 7 pm and drew attention to the disclaimer below.

(NOTE: Council at its meeting on 24 August 2004 resolved that should the meeting time reach 11.00 p.m. the meeting is to consider an adjournment motion to reconvene the next day).

Present and Apologies and Leave Of Absence (Previously Approved)

Councillors	His Worship the Mayor, R M C Hipkins (Presiding Member)	
	Councillor I S Argyle	Dalkeith Ward
	Councillor W R B Hassell	Dalkeith Ward
	Councillor A W Mangano	Dalkeith Ward
	Councillor C M de Lacy	Hollywood Ward
	Councillor B G Hodsdon	Hollywood Ward
	Councillor J D Wetherall	Hollywood Ward
	Councillor G A R Hay	Melvista Ward
	Councillor T P James (until 10.31 pm)	Melvista Ward
	Councillor N W Shaw	Melvista Ward
	Councillor L J McManus	Coastal Districts Ward
	Councillor K A Smyth	Coastal Districts Ward

Staff	Mr M A Goodlet	Chief Executive Officer
	Mrs L M Driscoll	Director Corporate & Strategy
	Mr P L Mickleson	Director Planning & Development
	Ms M Hulls	Acting Director Technical Services
	Mrs N M Ceric	Executive Assistant to CEO & Mayor

Public There were 8 members of the public present.

Press The Post Newspaper representative.

Leave of Absence (Previously Approved) Nil.

Apologies Councillor N B J Horley Coastal Districts Ward

Disclaimer

Members of the public who attend Council meetings should not act immediately on anything they hear at the meetings, without first seeking clarification of Council's position. For example by reference to the confirmed Minutes of Council meeting. Members of the public are also advised to wait for written advice from the Council prior to taking action on any matter that they may have before Council.

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1. Public Question Time

Nil.

2. Addresses by Members of the Public

Captain Richard Hodge, 36 Quintilian Road, Mt Claremont TS15.19
(spoke in support of Safe Active Street for Quintilian Road)

Mr Ian Long, 28 Quintilian Road, Mt Claremont TS15.19
(spoke in support of Safe Active Street for Quintilian Road)

3. Requests for Leave of Absence

Nil.

4. Petitions

Nil.

5. Disclosures of Financial Interest

The Presiding Member reminded Councillors and Staff of the requirements of Section 5.65 of the *Local Government Act* to disclose any interest during the meeting when the matter is discussed.

There were no disclosures of financial interest.

6. Disclosures of Interests Affecting Impartiality

The Presiding Member reminded Councillors and Staff of the requirements of Council’s Code of Conduct in accordance with Section 5.103 of the *Local Government Act*.

6.1 Councillor Mangano – PD23.19 - 120 Montgomery Avenue Mt Claremont – Proposed Land Exchange for Crown Reserve Land at Reserve 43799

Councillor Mangano disclosed an impartiality interest in Item PD23.19 - 120 Montgomery Avenue Mt Claremont – Proposed Land Exchange for Crown Reserve Land at Reserve 43799. Councillor Mangano disclosed that Western Power is one of his clients, and as a consequence, there may be a perception that his impartiality on the matter may be affected. Councillor Mangano declared that he would consider this matter on its merits and vote accordingly.

7. Declarations by Members That They Have Not Given Due Consideration to Papers

Nil.

8. Confirmation of Minutes

8.1 Ordinary Council Meeting 25 June 2019

Moved – Councillor Wetherall
 Seconded – Councillor McManus

The Minutes of the Ordinary Council Meeting held 25 June 2019 be confirmed.

CARRIED UNANIMOUSLY 12/-

9. Announcements of the Presiding Member without discussion

Events where the Mayor had represented the City since the last Council meeting:

26 – 27 June 2019	Perth Natural Resource Management	Nature City Seminar
26 June 2019	Planning Institute of Australia	Fellows Colloquium
2 July 2019	Friends of Hollywood Bush	Hollywood Primary School Tree Planting
2 July 2019	City of Nedlands	Meeting with City of Perth Commissioners
3 July 2019	RAC	Launch of Town Team Movement
5 – 20 July 2019	On leave	Attended Mayoral Conference in Medellin, Colombia, at own expense.

10. Members announcements without discussion

10.1 Councillor de Lacy

Euro Technik opens in Nedlands

Councillor de Lacy advised that earlier this year a Development Application came before us for a new motor vehicle repair business on Carrington Street. Several objections were raised at the time regarding the potential impact of parking. To gain a better understanding of the proposal from the applicant, I decided to visit Euro Technik's existing premises in Mosman Park to chat to the owner. I had a really great conversation with Jesse, who is part owner of the business and he was able to give me all the 'context' about their business and the proposal for Carrington St. Particularly how he planned to manage the parking. It was clear to me he had really thought it through.

I was very impressed with the standard of the workshop and Jesse assured me that the same standard would be applied to Carrington St because its what their customers expect. Specialising in high end European car repair works their customers are unlikely to leave a \$200,000 vehicle in a shoddy workshop.

So, it was with great delight that I attended the opening last Friday night of Euro Technik's new premises on Carrington St. Jesse and his crew had spent months transforming the old Hire Society warehouse into a beautiful showroom and reception area. They also cleaned up the verge using a neighbouring business, Joel Irrigation and re-asphalted the bays adjacent to their premises on Government Rd. Many customers attended the opening and I think we can be very proud of the fact that we have a great new business in our City. Jesse also informed me he has discovered Brick Alley Café at the bottom of the hill where he now goes to get his morning coffee.

11. Matters for Which the Meeting May Be Closed

Council, in accordance with Standing Orders and for the convenience of the public, is to identify any matter which is to be discussed behind closed doors at this meeting, and that matter is to be deferred for consideration as the last item of this meeting.

Nil.

12. Divisional reports and minutes of Council committees and administrative liaison working groups

12.1 Minutes of Council Committees

This is an information item only to receive the minutes of the various meetings held by the Council appointed Committees (N.B. This should not be confused with Council resolving to accept the recommendations of a particular Committee. Committee recommendations that require Council's approval should be presented to Council for resolution via the relevant departmental reports).

Moved – Councillor Hassell
Seconded – Councillor Shaw

The Minutes of the following Committee Meeting be received:

Arts Committee **17 June 2019**
Circulated to Councillors on 8 July 2019

CARRIED UNANIMOUSLY 12/-

Moved – Councillor Hay
Seconded – Councillor Shaw

The Minutes of the following Committee Meeting be received:

Council Committee **9 July 2019**
Circulated to Councillors on 16 July 2019

CARRIED UNANIMOUSLY 12/-

Note: As far as possible all the following reports under items 12.2, 12.3 and 12.4 will be moved en-bloc and only the exceptions (items which Councillors wish to amend) will be discussed.

En Bloc

Moved - Councillor Hassell
Seconded – Councillor Hay

That all Committee Recommendations relating to Reports under items 12.2, 12.3 and 12.4 with the exception of Report Nos. PD23.19, PD26.19, PD27.149, PD28.19, TS15.19 & CPS11.19 are adopted en bloc.

CARRIED UNANIMOUSLY 12/-

12.2 Planning & Development Report No's PD23.19 to PD28.19 (copy attached)

Note: Regulation 11(da) of the *Local Government (Administration) Regulations 1996* requires written reasons for each decision made at the meeting that is significantly different from the relevant written recommendation of a committee or an employee as defined in section 5.70, but not a decision to only note the matter or to return the recommendation for further consideration.

PD23.19	120 Montgomery Avenue Mt Claremont – Proposed Land Exchange for Crown Reserve Land at Reserve 43799
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Committee	9 July 2019
Council	23 July 2019
Applicant	Western Power Corporation
Landowner	Western Power Corporation
Director	Peter Mickleson – Director Planning & Development
Reference	Nil.
Previous Item	13 December 2016 (Special Council Meeting)
Delegation	Council is required to consider this land holding matter as Management Body of Crown Reserve Land.
Attachments	1. Letter dated 24 May 2018 from Western Power proposing land boundary rationalisation

Councillor Mangano – Impartiality Interest

Councillor Mangano disclosed that Western Power is one of his clients, and as a consequence, there may be a perception that his impartiality on the matter may be affected. Councillor Mangano declared that he would consider this matter on its merits and vote accordingly.

Regulation 11(da) – Not Applicable – Recommendation Adopted

Moved – Councillor Wetherall

Seconded – Councillor Shaw

Council Resolution

Council endorses the proposed land exchange at Montgomery Avenue, Mt Claremont, subject to the following condition:

- 1. That all costs associated with this transaction be borne solely by the applicant being Western Power.**

CARRIED 8/4
(Against: Mayor Hipkins Crs. Argyle Mangano & Smyth)

Committee Recommendation

Council:

1. does not endorse the proposed land exchange at Montgomery Avenue, Mt Claremont;
2. retains Lot 12035; and
3. negotiates with Western Power to return Lot 2000 on plan 17425 to the City of Nedlands to create a Class C Reserve with purpose of public recreation.

Recommendation to Committee

Council endorses the proposed land exchange at Montgomery Avenue, Mt Claremont, subject to the following condition:

1. That all costs associated with this transaction be borne solely by the applicant being Western Power.

PD24.19	City of Nedlands Design Excellence Awards – Judging Criteria and Rebranding
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Committee	9 July 2019
Council	23 July 2019
Director	Peter Mickleson – Director Planning & Development Services
Reference	Nil.
Previous Item	PD45.17 – October 2017 PD64.18 – November 2018
Attachments	1. City of Nedlands Design Excellence Awards - Judging Criteria and Conditions of Entry 2. Former Civic Design Awards – Judging Criteria and Conditions of Entry

Regulation 11(da) – Not Applicable – Recommendation Adopted

Moved – Councillor Hassell
Seconded – Councillor Hay

That the Recommendation to Council be adopted.
(Printed below for ease of reference)

CARRIED UNANIMOUSLY EN BLOC 12/-

Council Resolution / Committee Recommendation / Recommendation to Committee

Council endorses:

- 1. the rebranding and renaming of the City of Nedlands Civic Design Awards to be the City of Nedlands Design Excellence Awards; and**
- 2. the revised judging criteria and conditions of entry as shown in Attachment 1.**

PD25.19	Local Planning Scheme 3 – Local Planning Policy Child Care Premises
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Committee	9 July 2019
Council	23 July 2019
Director	Peter Mickleson – Director Planning & Development
Reference	Nil.
Previous Item	Item 6 – 2 May 2019 - Special Council Meeting
Attachments	1. Draft Child Care Premises LPP 2. Draft Child Care Premises LPP – tracked changes

Regulation 11(da) – Not Applicable – Recommendation Adopted

Moved – Councillor Hassell
Seconded – Councillor Hay

That the Recommendation to Council be adopted.
(Printed below for ease of reference)

CARRIED UNANIMOUSLY EN BLOC 12/-

Council Resolution / Committee Recommendation / Recommendation to Committee

Council resolves to proceed to adopt the Child Care Premises Local Planning Policy, with modifications as set out in Attachment 1, in accordance with the *Planning and Development (Local Planning Schemes) Regulations 2015* Schedule 2, Part 2, Clause 4.

PD26.19	Local Planning Scheme 3 – Local Planning Policy Parking
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Committee	9 July 2019
Council	23 July 2019
Director	Peter Mickleson – Director Planning & Development
Reference	Nil.
Previous Item	Item 6 – 2 May 2019 - Special Council Meeting
Attachments	1. Draft Parking LPP 2. Draft Parking LPP – tracked changes

Regulation 11(da) – Council determined that it wanted to maintain the previous parking policy.

Moved – Councillor Hassell
Seconded – Mayor Hipkins

Council Resolution

Council approves the parking requirements as stated in Town Planning Scheme 2 as the Parking Policy, pending finalisation of a revised policy.

**CARRIED 8/4
(Against: Crs. de Lacy Hodsdon Wetherall & Shaw)**

Committee Recommendation

Requests the CEO to prepare a parking policy based on the present criteria and parking demand, for the July Council Meeting.

Recommendation to Committee

Council proceeds to adopt the Parking Local Planning Policy, with modifications set out in Attachment 1, in accordance with the *Planning and Development (Local Planning Schemes) Regulations 2015* Schedule 2, Part 2, Clause 4.; and refers the Parking Local Planning Policy to the Western Australian Planning Commission for final approval in line with State Planning Policy SPP7.3, *Residential Design Codes Volume 2 – Apartments 2019* clause 1.2.3 and the City's *Local Planning Scheme No 3* clause 32.4(5).

PD27.19	Local Planning Scheme 3 – Local Planning Policy Residential Development
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Committee	9 July 2019
Council	23 July 2019
Director	Peter Mickleson – Director Planning & Development
Reference	Nil.
Previous Item	Item 6 – 2 May 2019 - Special Council Meeting
Attachments	1. Draft Residential Development LPP 2. Draft Residential Development LPP – tracked changes

Regulation 11(da) – Not Applicable – No decision procedural motion passed.

Moved – Mayor Hipkins
Seconded – Councillor Wetherall

That the Recommendation to Council be adopted.
(Printed below for ease of reference)

Procedural Motion

Moved – Councillor McManus
Seconded – Mayor Hipkins

That Council proceed to the next item of business.

**CARRIED 10/2
(Against: Crs. Wetherall & Smyth)**

Committee Recommendation

Council resolves to adopt the Residential Development Local Planning Policy, with modifications as set out in Attachment 1, in accordance with the *Planning and Development (Local Planning Schemes) Regulations 2015* Schedule 2, Part 2, Clause 4.

Recommendation to Committee

Council proceeds with the draft Residential Development Local Planning Policy, with modifications as set out in Attachment 1, and re-advertise for a period of 21 days.

PD28.19	Local Planning Scheme 3 – Local Planning Policies for Heritage, SAT Process and Procedures, Refunding and Waiving fees, Planning Compliance and Signs.
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Committee	9 July 2019
Council	23 July 2019
Director	Peter Mickleson – Director Planning & Development
Reference	Nil.
Previous Item	Item 6 – 2 May 2019 - Special Council Meeting
Attachments	<ol style="list-style-type: none"> 1. Draft Heritage LPP 2. Draft State Administrative Tribunal – Process and Procedures LPP 3. Draft Refunding / Waiving Fees LPP 4. Draft Planning Compliance LPP 5. Draft Signs LPP

Regulation 11(da) – Not Applicable – Minor addition.

Moved – Councillor Mangano

Seconded – Mayor Hipkins

That the Recommendation to Council be adopted subject to 4. Signs being amended at 4.3.7 Property Transaction signs under Development Provisions add ‘iii to read signs to adjoin the property boundary’.

Councillor McManus left the room at 8.27 pm and returned at 8.28 pm.

Councillor Hodsdon left the room at 8.29 pm.

**CARRIED 10/1
(Against: Cr. Argyle)**

Council Resolution

Council:

1. adopts the policies listed below, without modification, in accordance with the *Planning and Development (Local Planning Schemes) Regulations 2015* Schedule 2, Part 2, Clause 4:

- 1. Heritage**
- 2. Refunding/ Waiving Fees**
- 3. Planning Compliance**

- 4. Signs – with addition at 4.3.7 Property Transaction signs under Development Provisions add iii to read signs to adjoin the property boundary.**
- 2. adopts the State Administrative Tribunal – Process and Procedures policy, with the following modifications, in accordance with the *Planning and Development (Local Planning Schemes) Regulations 2015* Schedule 2, Part 2, Clause 4:**
 - a. at item 4.11 (a) add the words ‘to remain consistent with the Council Resolution:’ after the word ‘solution’.**

Committee Recommendation

Council:

1. adopts the policies listed below, without modification, in accordance with the *Planning and Development (Local Planning Schemes) Regulations 2015* Schedule 2, Part 2, Clause 4:
 1. Heritage
 2. Refunding/ Waiving Fees
 3. Planning Compliance
 4. Signs
2. adopts the State Administrative Tribunal – Process and Procedures policy, with the following modifications, in accordance with the *Planning and Development (Local Planning Schemes) Regulations 2015* Schedule 2, Part 2, Clause 4:
 - a. at item 4.11 (a) add the words ‘to remain consistent with the Council Resolution:’ after the word ‘solution’.

Recommendation to Committee

Council adopts the policies listed below, without modification, in accordance with the *Planning and Development (Local Planning Schemes) Regulations 2015* Schedule 2, Part 2, Clause 4:

1. Heritage
2. State Administrative Tribunal – Process and Procedures
3. Refunding/ Waiving Fees
4. Planning Compliance
5. Signs

12.3 Technical Services Report No’s TS14.19 to TS15.19 (copy attached)

Note: Regulation 11(da) of the *Local Government (Administration) Regulations 1996* requires written reasons for each decision made at the meeting that is significantly different from the relevant written recommendation of a committee or an employee as defined in section 5.70, but not a decision to only note the matter or to return the recommendation for further consideration.

TS14.19	Boundary Roads Agreement – Town of Claremont
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Committee	9 July 2019
Council	23 July 2019
Applicant	City of Nedlands
Employee Disclosure under section 5.70 Local Government Act 1995	Nil.
Director	Maria Hulls – Acting Director Technical Services
Attachments	1. Draft Boundary Roads Agreement – City of Nedlands and Town of Claremont

Regulation 11(da) – Not Applicable – Recommendation Adopted

Moved – Councillor Hassell
 Seconded – Councillor Hay

That the Recommendation to Council be adopted.

(Printed below for ease of reference)

CARRIED UNANIMOUSLY EN BLOC 12/-

Council Resolution / Committee Recommendation / Recommendation to Committee

That Council authorises the Mayor and Chief Executive Officer to sign the Memorandum of Understanding for the Boundary Road Agreement between the City of Nedlands and the Town of Claremont as detailed in Attachment 1 of this report.

TS15.19	Quintilian Road – Safe Active Street Investigation Results
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Committee	9 July 2019
Council	23 July 2019
Applicant	City of Nedlands
Employee Disclosure under section 5.70 Local Government Act 1995	Nil.
Director	Maria Hulls – Acting Director Technical Services
Attachments	1. Cross section of Options

Councillor Hodsdon returned to the room at 8.30 pm.

Councillor Mangano left the room at 8.30 pm.

Regulation 11(da) – Not Applicable – Recommendation Adopted with minor change to one word.

Moved – Councillor Wetherall
 Seconded – Councillor de Lacy

Council supports the development of a shared path on the northern verge of Quintilian Road incorporating parallel parking bays along the northern verge and narrowing of the existing roadway to 6 metres.

Councillor Mangano returned to the room at 8.32 pm.

Amendment

Moved – Mayor Hipkins
 Seconded - Councillor McManus

That the word ‘supports’ is replaced with the word ‘investigates’.

The AMENDMENT was PUT and was

CARRIED 7/5
(Against: Crs. Mangano de Lacy Hodsdon Wetherall & Shaw)

Put Motion

Moved - Councillor McManus
Seconded - Councillor Mangano

That the Motion be put.

**CARRIED 11/1
(Against: Cr. Smyth)**

The Substantive Motion was PUT and

**CARRIED 8/4
(Against: Crs. Argyle Hassell Mangano & Smyth)**

Council Resolution

Council investigates the development of a shared path on the northern verge of Quintilian Road incorporating parallel parking bays along the northern verge and narrowing of the existing roadway to 6 metres.

Please note: No Recommendation was made from Committee.

Recommendation to Committee

Council supports the development of a shared path on the northern verge of Quintilian Road incorporating parallel parking bays along the northern verge and narrowing of the existing roadway to 6 metres.

12.4 Corporate & Strategy Report No's CPS10.19 to CPS11.19 (copy attached)

Note: Regulation 11(da) of the *Local Government (Administration) Regulations 1996* requires written reasons for each decision made at the meeting that is significantly different from the relevant written recommendation of a committee or an employee as defined in section 5.70, but not a decision to only note the matter or to return the recommendation for further consideration.

CPS10.19 List of Accounts Paid – May 2019	
Committee	9 July 2019
Council	23 July 2019
Applicant	City of Nedlands
Employee Disclosure under section 5.70 Local Government Act 1995	Nil.
Director	Lorraine Driscoll – Director Corporate & Strategy
Attachments	1. Creditor Payment Listing May 2019 2. Purchasing Card Payments May 2019 (29 th April 2019 – 28 th May 2019)

Regulation 11(da) – Not Applicable – Recommendation Adopted

Moved – Councillor Hassell
Seconded – Councillor Hay

That the Recommendation to Council be adopted.

(Printed below for ease of reference)

CARRIED UNANIMOUSLY EN BLOC 12/-

Council Resolution / Committee Recommendation / Recommendation to Committee

Council receives the List of Accounts Paid for the month of May 2019 (refer to attachments).

CPS11.19	Senior Support Service Opportunities Review
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Committee	9 July 2019
Council	23 July 2019
Applicant	City of Nedlands
Employee Disclosure under section 5.70 Local Government Act 1995	Nil.
Director	Lorraine Driscoll – Director Corporate & Strategy
Attachments	Senior Support Service Opportunities – Administration Presentation

Regulation 11(da) – Not Applicable – Minor change to wording.

Moved – Councillor de Lacy
 Seconded – Councillor Shaw

Council Resolution

Council:

1. supports the City’s Community Service Centre’s staff to review, research and identify gaps and opportunities for the delivery of future services to those seniors in the City of Nedlands who require assistance, based on 2019 CPS Report CPS11.19 Attachment 1, Senior Support Service Opportunities – Administration Presentation; and
2. requests an update at a Council Briefing session in March 2020 on the progress of the Seniors Support Service review conducted by staff.

**CARRIED 9/3
 (Against: Crs. Argyle Mangano & Hay)**

Please note: No Recommendation was made from Committee.

Recommendation to Committee

Council:

1. supports the City's Community Service Centre's staff to review, research and identify gaps and opportunities for the delivery of future services to all seniors in the City of Nedlands, based on 2019 CPS Report CPS11.19 Attachment 1, Senior Support Service Opportunities – Administration Presentation; and
2. requests an update at a Council Briefing session in March 2020 on the progress of the Seniors Support Service review conducted by staff.

13. Reports by the Chief Executive Officer

13.1 Common Seal Register Report – June 2019

Moved – Councillor Shaw
Seconded – Councillor Hodsdon

The attached Common Seal Register Report for the month of June 2019 be received.

CARRIED UNANIMOUSLY 12/-

June 2019

SEAL NUMBER	DATE SEALED	DEPARTMENT	MEETING DATE / ITEM NO.	REASON FOR USE
923	10 June 2019	Planning & Development	Council Resolution 24 March 2015 PD15.15	Seal Certification - Seal No. 923 - Deed of Lease in duplicate between City of Nedlands & Angela Davis - Lease of Garage Studio at Tresillian Arts Centre.
924	10 June 2019	Planning & Development	Council Resolution 24 March 2015 PD15.15	Seal Certification - Seal No. 924 - Deeds of Lease in duplicate between City of Nedlands & Elmarie Steyn - Lease of Corner Studio at Tresillian Arts Centre.
925	25 June 2019	Planning & Development	Council Resolution 24 March 2015 PD15.15	Seal Certification - Seal No. 925 - Execution of Deed of Lease in duplicate between City of Nedlands and Nicola Ray for the Lease of Café at Tresillian Arts Centre.

13.2 List of Delegated Authorities – June 2019

Councillor James left the room at 9.57 pm.

Moved – Councillor Shaw
Seconded – Councillor Hay

The attached List of Delegated Authorities for the month of June 2019 be received.

CARRIED UNANIMOUSLY 11/-

Date of use of delegation of authority	Title	Position exercising delegated authority	Act	Section of Act	Applicant / CoN / Property Owner / Other
May 2019					
06/06/2019	Approval to write off minor rates debt May 2019 - \$100.12	Chief Executive Officer – Mark Goodlet	Local Government Act 1995	Section 6.12	City of Nedlands
06/06/2019	(APP) – DA19/35062 – 18 Robinson St, Nedlands – Additions (Patio and Carport) to Single House	Coordinator Statutory Planning – Kate Bainbridge	Planning and Development (Local Planning Schemes) Regulations 2015	Regulation 82	Oasis Patios
06/06/2019	(APP) – DA19/35062 – 18 Robinson St, Nedlands – Additions (Patio and Carport) to Single House	Coordinator Statutory Planning – Kate Bainbridge	Planning and Development (Local Planning Schemes) Regulations 2015	Regulation 82	Oasis Patios

7/06/2019	(APP) – DA19/35884 – 12 Circe Circle, Dalkeith - Amendment to DA18/33593 (Removal of Conditions 4 & 5)	Coordinator Statutory Planning – Kate Bainbridge	Planning and Development (Local Planning Schemes) Regulations 2015	Regulation 82	P Scalise
7/06/2019	(APP) – DA19/34235 – 110 Victoria Ave, Dalkeith – Additions (Landscaping and Retaining)	Coordinator Statutory Planning – Kate Bainbridge	Planning and Development (Local Planning Schemes) Regulations 2015	Regulation 82	GDD Design Group
11/06/2019	(APP) – DA19/35952 – 2 Vix St, Nedlands – Additions to Single Dwelling	Coordinator Statutory Planning – Kate Bainbridge	Planning and Development (Local Planning Schemes) Regulations 2015	Regulation 82	Millstone Homes
13/06/2019	(APP) – DA19/35961 – 2 Chessington Gardens, Mt Claremont – Additions (Patio) to Single House	Coordinator Statutory Planning – Kate Bainbridge	Planning and Development (Local Planning Schemes) Regulations 2015	Regulation 82	Perth Patio Magic
13/06/2019	(APP) – DA19/35370 – 1 Shannon Rise, Mt Claremont – Additions to Single Dwelling	Coordinator Statutory Planning – Kate Bainbridge	Planning and Development (Local Planning Schemes) Regulations 2015	Regulation 82	Buildinglines Approvals Ltd
13/06/2019	(APP) – DA19/35584 – 45 Viking Rd, Dalkeith – Change of Use (Display Home)	Manager Planning – Ross Jutras-Minett	Planning and Development (Local Planning Schemes) Regulations 2015	Regulation 82	Mercedes Group Pty Ltd
17/06/2019	(APP) – DA19/35735 – 19 Jutland Pde, Dalkeith – Additions to Dwelling	Coordinator Statutory Planning – Kate Bainbridge	Planning and Development (Local Planning Schemes) Regulations 2015	Regulation 82	Mr J C & Mrs JM Pitcher

18/06/2019	(APP) – DA19/34952 – 7 Greenville St, Swanbourne – Two Storey Single Dwelling	Manager Planning – Ross Jutras-Minett	Planning and Development (Local Planning Schemes) Regulations 2015	Regulation 82	Distinctive Homes Pty Ltd
18/06/2019	3040316 - Parking Infringement Withdrawal – compassionate grounds	Acting Manager Health & Compliance – Jessica Bruce	Local Government Act 1995	Section 9.20/6.12(1)	Laszlo Szalay
18/06/2019	3032720 - Parking Infringement Withdrawal – compassionate grounds	Acting Manager Health & Compliance – Jessica Bruce	Local Government Act 1995	Section 9.20/6.12(1)	Oonagh Lancaster
18/06/2019	3039824 - Parking Infringement Withdrawal – compassionate grounds	Acting Manager Health & Compliance – Jessica Bruce	Local Government Act 1995	Section 9.20/6.12(1)	Carla Martin
19/06/2019	TECH-751998325-2775 – Stubbs Terrace – Conversion of parking bays into kiss and drop	CEO – Mark Goodlet	City of Nedlands Parking and Parking Facilities Local Law	Section 3.1	City of Nedlands
19/06/2019	(APP) – DA19/35338 – 95 Alderbury St, Floreat – Additions to Single House	Coordinator Statutory Planning – Kate Bainbridge	Planning and Development (Local Planning Schemes) Regulations 2015	Regulation 82	Urban Box Design & Drafting
26/06/2019	3039734 - Parking Infringement Withdrawal – compassionate grounds	Acting Manager Health & Compliance – Jessica Bruce	Local Government Act 1995	Section 9.20/6.12(1)	Jennifer Harris
26/06/2019	3039193 - Parking Infringement Withdrawal – compassionate grounds	Acting Manager Health & Compliance – Jessica Bruce	Local Government Act 1995	Section 9.20/6.12(1)	Peter Ventouras
27/06/2019	3039729 - Parking Infringement Withdrawal – compassionate grounds	Acting Manager Health & Compliance – Jessica Bruce	Local Government Act 1995	Section 9.20/6.12(1)	Brian Young

27/06/2019	3040604 - Parking Infringement Withdrawal – compassionate grounds	Acting Manager Health & Compliance – Jessica Bruce	Local Government Act 1995	Section 9.20/6.12(1)	Daniel Zampin
27/06/2019	(APP) – DA19/35970 – 101 Monash Ave, Nedlands – Additions (Car Park) to Hospital	Manager Planning – Ross Jutras-Minett	Planning and Development (Local Planning Schemes) Regulations 2015	Regulation 82	Element Advisory Pty Ltd
27/06/2019	(APP) – DA19/35946 – 48 The Avenue, Nedlands – Amendment to DA18/32020	Manager Planning – Ross Jutras-Minett	Planning and Development (Local Planning Schemes) Regulations 2015	Regulation 82	Saleeba Architects
27/06/2019	3039872 - Parking Infringement Withdrawal – compassionate grounds	Acting Manager Health & Compliance – Jessica Bruce	Local Government Act 1995	Section 9.20/6.12(1)	Gareth Moore

13.3 Professional Development Approved by the Chief Executive Officer

Moved – Councillor McManus
 Seconded – Councillor Shaw

The attached Professional Development Approved by the Chief Executive Officer be received.

**CARRIED 10/1
 (Against: Cr. Mangano)**

Name	Conference Details	Reason
Peter Mickleson Director Planning & Development	2019 National Traffic and Transport Conference in Adelaide from 30 July to 2 August.	Transport and parking are critical issues for the City of Nedlands. The planning department has an imperative to consider the City’s immediate and future transport issues, particularly in the light of the pressures that are coming to bear through the new planning scheme, State Government development of Metropolitan Region Scheme lands, and ongoing development of the State Government hospital land and Hollywood hospital.
Maria Hulls, Acting Director Technical Services	2019 International Public Works Conference in Hobart 25-29 August – “Vibrant Futures Solid Foundations”	The Acting Director’s attendance will serve three roles. The City of Nedlands is a national award finalist for the Jo Wheatley All Abilities Play Space and her attendance will provide City representation. The conference is content heavy – e.g. asset management, best practice engineering, emergency management, finance and funding, to name a few topics, which will benefit the City. Attendance by the Acting Director will provide professional development and enhance her value to the City.

13.4 Monthly Financial Report – June 2019

Council	23 July 2019
Applicant	City of Nedlands
Officer	Hassan Shiblee – A/Manager Financial Services
Director	Lorraine Driscoll – Director Corporate & Strategy
Attachments	<ol style="list-style-type: none"> 1. Financial Summary (Operating) by Business Units – 30 June 2019 2. Capital Works & Acquisitions – 30 June 2019 3. Statement of Net Current Assets – 30 June 2019 4. Statement of Financial Activity – 30 June 2019 5. Borrowings – 30 June 2019 6. Statement of Financial Position – 30 June 2019 7. Operating Income & Expenditure by Reporting Activity – 30 June 2019 8. Operating Income by Reporting Nature & Type – 30 June 2019

Regulation 11(da) – Not Applicable – Recommendation Adopted

Moved – Councillor Shaw

Seconded – Councillor McManus

That the Recommendation to Council be adopted.

(Printed below for ease of reference)

Councillor James returned to the room at 9.59 pm.

CARRIED UNANIMOUSLY 12/-

Council Resolution / Recommendation to Council

Council receives the Monthly Financial Report for 30 June 2019.

Executive Summary

Administration is required to provide Council with a monthly financial report in accordance with *Regulation 34(1) of the Local Government (Financial Management) Regulations 1996*. The monthly financial variance from the budget of each business unit is reviewed with the respective manager and the Executive to identify the need for any remedial action. Significant variances are highlighted to Council in the attached Monthly Financial Report.

Discussion/Overview

The monthly financial management report meets the requirements of *Regulation 34(1) and 34(5) of the Local Government (Financial Management) Regulations 1996*.

The monthly financial variance from the budget of each business unit is reviewed with the respective Manager and the Executive to identify the need for any remedial action. Significant variances are highlighted to Council in the Monthly Financial Report.

This report gives an overview of the revenue and expenses of the City for the year to date 30 June 2019 together with a Statement of Net Current Assets as at 30 June 2019.

The operating revenue at the end of June 2019 was \$36M which represents \$599k favourable variance compared to the year-to-date budget.

The operating expense at the end of June 2019 was \$30M, which represents \$1.1 M favourable variance compared to the year-to-date budget.

The attached Operating Statement compares “Actual” with “Budget” by Business Units. Variations from the budget of revenue and expenses by Directorates are highlighted in the following paragraphs.

The monthly financial report for 30 June 2019 is based on transactions recorded until 30th June 2019 and does not represent the final figures of the 2018/19 financial year.

The City will continue to receive supplier invoices for the financial year 30 June 2019 throughout July 2019. Invoices received after the year end have not been included in this report due to the timing of the production of this report. However, for final audited accounts, these invoices and other final journal adjustments as required by Accounting Standards will be included.

Governance

Expenditure:	Favourable variance of	\$ 311,198
Revenue:	Unfavourable variance of	\$(160,458)

Cost savings were made through lower expenses for the WESROC, Other employee costs, Professional fees and office expenses of \$295k.

The unfavourable revenue variance is due to lower revenue from WESROC corresponding to the lower expenditure.

Corporate and Strategy

Expenditure:	Favourable variance of	\$ 343,198
Revenue:	Favourable variance of	\$ 630,829

Favourable expenditure variance is mainly due to one-week salaries is not expensed yet. Also, Savings on Professional fees, Special Projects finance and ICT expenses of \$337k.

Favourable revenue variance is due to increase interim rates income of \$195k, interest income of \$51k and advance payment of 2019/20 FAG Grant of \$395k.

Community Development and Services

Expenditure:	Favourable variance of	\$302,140
Revenue:	Favourable variance of	\$100,826

The favourable expenditure variance is mainly due to expenses not expended yet for salaries and NCC. Further savings on operational activities in community development, lower community development donation payment and special project of 87k also contributed to positive variance.

The Favourable revenue variance is due to increase fees & charges income of \$86k from NCC and PRCC.

Planning and Development

Expenditure:	Favourable variance of	\$ 293,455
Revenue:	Favourable variance of	\$ 92,722

The favourable expenditure variance is due to savings in Strategic projects of \$78k, other operational activities of Environmental Health of \$214k.

Small favourable revenue variance is due to higher development applications received of \$37k, increase income from building services Fees & charges and Fine & Penalties of \$46k.

Technical Services

Expenditure:	Unfavourable variance of	\$ (96,726)
Revenue:	Unfavourable variance of	\$ (64,140)

Small unfavourable variance is due to profiling issue.

Unfavourable variance is mainly due to timing difference of Street roads & Depots Grant amount of \$56k.

UGP

As at 30 June 2019, the City's service charge, spend and borrowings since the commencement of the project is as follows:

Project	Service Charge	Spend	Borrowings
Alderbury Street	\$184,509	\$368,798	\$66,956
West Hollywood	\$2,286,460	\$5,484,011	\$3,574,691
Alfred Road & Mt Claremont	\$396,290	\$674,661	\$94,279
Total	\$2,867,259	\$6,527,470	\$3,735,926

Borrowings

At 30 June 2019, we have a balance of borrowings of \$7.5M. 2018/19 budget included borrowings of \$4.4M including \$2.47M for the UGP based on the assumption that 75% of the owners will opt for a 10-year loan. However, only 23% of owners have opted for the 10-year loan, thus reducing the loan requirement for the owners' portion of the UGP to \$806k. This will reduce the borrowings for the year by \$1.66M with an estimated total outstanding borrowing of \$8.5M at year end compared to the budget of \$10M. It is forecast that the \$1M borrowings to fund capital works will not be required and further lowering the borrowings to \$7.5M at 2019 year end.

Net Current Assets Statement

At 30 June 2019, net current assets were \$3.03M compared to \$2.20M as at 30 June 2018. This is due to less creditor payments as at 30 June 2019 of \$1.2M compared to \$1.7M as at 30 June 2018.

Rates debtors outstanding is 2.1% as at 30 June 2019 compared to 1.5% as at 30 June 2018.

Capital Works Programme

At the end of June, the expenditure on capital works were \$9.01M with further commitments of \$1.02M which is 73% of a total budget of \$13.60M.

Conclusion

The statement of financial activity for the period ended 30 June 2019 indicates that operating expenses are under the year-to-date budget by 3.6% or \$1.1M, while revenue is above the Budget by 1.7% or \$599k.

Key Relevant Previous Council Decisions:

Nil.

Consultation

N/A

Budget/Financial Implications

As outlined in the Monthly Financial Report.



CITY OF NEDLANDS
FINANCIAL SUMMARY - OPERATING - BY BUSINESS UNIT
AS AT 30 JUNE 2019

Row Labels	Master Account (desc)	June Actual YTD	Annual Budget	Variance	Committed Balance
Governance					
CEO's Office					
Governance					
Expense					
20420	Salaries - Governance	815,332	794,698	(20,634)	0
20421	Other Employee Costs - Governance	26,503	40,882	14,379	0
20423	Office - Governance	17,211	18,700	1,490	1,224
20424	Motor Vehicles - Governance	4,096	4,000	(96)	0
20425	Depreciation - Governance	96,982	98,600	1,618	0
20427	Finance - Governance	271,080	271,121	41	0
20428	Insurance - Governance	134,130	123,500	(10,630)	0
20430	Other Expense - Governance	9,988	10,000	12	1,673
20434	Professional Fees - Governance	243,331	300,000	56,669	54,075
20449	Loss Sale of Assets - Governance	2,013	0	(2,013)	0
20450	Special Projects - Governance / PC93	98,737	304,862	206,125	0
Expense Total		1,719,404	1,966,363	246,959	56,972
Income					
50410	Sundry Income - Governance	(111,632)	(281,020)	(169,388)	0
50415	Profit Sale of Assets - Governance	0	(5,123)	(5,123)	0
Income Total		(111,632)	(286,143)	(174,511)	0
Governance Total		1,607,773	1,680,220	72,448	56,972
Communications					
Expense					
28320	Salaries - Communications	280,126	287,143	7,017	0
28321	Other Employee Costs - Communications	3,554	3,000	(554)	0
28323	Office - Communications	46,296	65,000	18,704	506
28327	Finance - Communications	87,480	87,465	(15)	0
28330	Other Expense - Communications	614	0	(614)	0
28335	ICT Expenses - Communications	30,023	34,500	4,478	2,190
28350	Special Projects - Communications / PC 90	12,300	0	(12,300)	3,578
Expense Total		460,393	477,108	16,715	6,273
Communications Total		460,393	477,108	16,715	6,273
Human Resources					
Expense					
20520	Salaries - HR	414,550	422,011	7,461	0
20521	Other Employee Costs - HR	245,390	258,639	13,249	14,255
20522	Staff Recruitment - HR	53,647	51,000	(2,647)	124
20523	Office - HR	5,781	3,800	(1,981)	0
20525	Depreciation - HR	389	500	111	0
20527	Finance - HR	(812,160)	(812,112)	48	0
20530	Other Expense - HR	254	0	(254)	0
20534	Professional Fees - HR	12,368	24,000	11,632	0
20535	ICT Expenses - HR	13,067	20,000	6,933	0
Expense Total		(66,714)	(32,162)	34,552	14,379
Income					
50510	Contributions & Reimbursements - HR	(39,767)	(25,713)	14,054	0
Income Total		(39,767)	(25,713)	14,054	0
Human Resources Total		(106,480)	(57,875)	48,605	14,379
Members Of Council					
Expense					
20323	Office - MOC	32,824	36,000	3,176	7,417
20325	Depreciation - MOC	846	900	54	0



CITY OF NEDLANDS
FINANCIAL SUMMARY - OPERATING - BY BUSINESS UNIT
AS AT 30 JUNE 2019

Row Labels	Master Account (desc)	June Actual YTD	Annual Budget	Variance	Committed Balance
20329	Members of Council - MOC	453,216	462,958	9,742	0
20330	Other Expense - MOC	0	0	0	0
Expense Total		486,886	499,858	12,972	7,417
Members Of Council Total		486,886	499,858	12,972	7,417
CEO's Office Total		2,448,571	2,599,311	150,740	85,041
Governance Total		2,448,571	2,599,311	150,740	85,041
Corporate & Strategy					
Corporate Strategy & Systems					
Customer Services					
Expense					
21320	Salaries - Customer Service	394,542	430,000	35,458	0
21321	Other Employee Costs - Customer Service	5,099	6,900	1,801	1,051
21323	Office - Customer Service	5,868	5,500	(368)	1,641
21327	Finance - Customer Service	(585,240)	(585,207)	33	0
21330	Other Expense - Customer Service	11,857	8,500	(3,357)	758
21350	Special Projects - Customer Service	145,836	106,500	(39,336)	11,439
Expense Total		(22,038)	(27,807)	(5,769)	14,888
Income					
51301	Fees & Charges - Customer Services	(452)	(600)	(148)	0
Income Total		(452)	(600)	(148)	0
Customer Services Total		(22,490)	(28,407)	(5,917)	14,888
ICT					
Expense					
21720	Salaries - ICT	362,871	426,135	63,264	0
21721	Other Employee Costs - ICT	10,803	17,500	6,697	0
21723	Office - ICT	30,933	37,000	6,067	1,045
21724	Motor Vehicles - ICT	17,192	22,000	4,809	0
21725	Depreciation - ICT	57,511	56,900	(611)	0
21727	Finance - ICT	(1,663,680)	(1,663,707)	(27)	0
21730	Other Expense - ICT	2,864	3,000	136	0
21734	Professional Fees - ICT	39,598	100,000	60,402	1,825
21735	ICT Expenses - ICT	641,822	736,600	94,778	31,284
21749	Loss Sale of Assets - ICT	1,978	0	(1,978)	0
Expense Total		(498,110)	(264,572)	233,538	34,155
Income					
51302	Sundry Income - IT	(16,585)	(16,585)	0	0
Income Total		(16,585)	(16,585)	0	0
ICT Total		(514,695)	(281,157)	233,538	34,155
Corporate Strategy & Systems Total		(537,185)	(309,564)	227,621	49,043
Finance					
Rates					
Expense					
21920	Salaries - Rates	82,098	87,075	4,977	0
21921	Other Employee Costs - Rates	917	900	(17)	0
21923	Office - Rates	14,321	18,000	3,679	893
21927	Finance - Rates	159,360	150,908	(8,452)	2,909
21930	Other Expense - Rates	13,596	22,000	8,404	364
21934	Professional Fees - Rates	54,855	59,800	4,945	16,200
Expense Total		325,148	338,683	13,535	20,365
Income					
51908	Rates - Rates	(23,795,627)	(23,600,000)	195,627	0
Income Total		(23,795,627)	(23,600,000)	195,627	0



CITY OF NEDLANDS
FINANCIAL SUMMARY - OPERATING - BY BUSINESS UNIT
AS AT 30 JUNE 2019

Row Labels	Master Account (desc)	June Actual YTD	Annual Budget	Variance	Committed Balance
Rates Total		(23,470,479)	(23,261,317)	209,162	20,365
General Finance					
Expense					
21420	Salaries - Finance	917,488	902,102	(15,386)	0
21421	Other Employee Costs - Finance	24,935	21,000	(3,935)	0
21423	Office - Finance	48,431	57,400	8,969	9,251
21424	Motor Vehicles - Finance	10,758	10,800	42	0
21425	Depreciation - Finance	2,142	500	(1,642)	0
21427	Finance - Finance	(961,567)	(986,402)	(24,835)	15,463
21430	Other Expense - Finance	704	500	(204)	0
21434	Professional Fees - Finance	21,878	45,000	23,122	20,023
21450	Special Projects - Finance	5,170	30,000	24,830	4,957
Expense Total		69,938	80,900	10,962	49,694
Income					
51401	Fees & Charges - Finance	(58,893)	(55,500)	3,393	0
51410	Sundry Income - Finance	(20,960)	(22,500)	(1,540)	0
51406	Contributions & Reimbursements - Finance	(8,260)	(9,000)	(740)	0
Income Total		(88,113)	(87,000)	1,113	0
General Finance Total		(18,175)	(6,100)	12,075	49,694
General Purpose					
Expense					
21627	Finance - General Purpose	33,499	54,000	20,501	0
21631	Interest - General Purpose	302,207	327,080	24,873	0
Expense Total		335,706	381,080	45,374	0
Income					
51604	Grants Operating - General Purpose	(758,868)	(376,100)	382,768	0
51606	Contributions & Reimbursements - General Purpose	(5,000)	(5,000)	0	0
51607	Interest - General Purpose	(440,389)	(389,000)	51,389	0
51610	Sundry Income - General Purpose	(80)	0	80	0
Income Total		(1,204,337)	(770,100)	434,237	0
General Purpose Total		(868,631)	(389,020)	479,611	0
Shared Services					
Expense					
21523	Office - Shared Services	57,721	78,000	20,279	5,442
21527	Finance - Shared Services	(153,000)	(153,000)	0	0
21534	Professional Fees - Shared Services	49,000	75,000	26,000	545
Expense Total		(46,279)	0	46,279	5,988
Shared Services Total		(46,279)	0	46,279	5,988
Finance Total		(24,403,563)	(23,656,437)	747,126	76,047
Corporate & Strategy Total		(24,940,748)	(23,966,001)	974,747	125,090
Community Development					
Community Development					
Community Development					
Expense					
28120	Salaries - Community Development	442,515	475,979	33,464	0
28121	Other Employee Costs - Community Development	8,321	8,400	79	0
28123	Office - Community Development	1,284	1,500	216	109
28124	Motor Vehicles - Community Development	14,265	13,900	(365)	0
28125	Depreciation - Community Development	3,207	3,300	93	0
28127	Finance - Community Development	189,840	189,892	52	0
28130	Other Expense - Community Development	174	500	326	0
28134	Professional Fees - Community Development	350	2,000	1,650	0



CITY OF NEDLANDS
FINANCIAL SUMMARY - OPERATING - BY BUSINESS UNIT
AS AT 30 JUNE 2019

Row Labels	Master Account (desc)	June Actual YTD	Annual Budget	Variance	Committed Balance
28137	Donations - Community Development	119,272	163,400	44,128	0
28150	Special Projects - Community Development	30,176	50,000	19,824	3,743
28151	OPRL Activities - Community Development / PC82-87	127,339	151,200	23,861	12,168
Expense Total		936,742	1,060,071	123,329	16,020
Income					
58101	Fees & Charges - Community Development	(11,472)	(11,000)	472	0
58104	Grants Operating - Community Development	(21,000)	(21,000)	0	0
58106	Contributions & Reimburse - Community Development	(6,200)	(200)	6,000	0
Income Total		(38,672)	(32,200)	6,472	0
Community Development Total		898,070	1,027,871	129,801	16,020
Community Facilities					
Income					
58201	Fees & Charges - Community Facilities	(1,190)	0	1,190	0
58206	Contributions & Reimburse - Community Facilities	0	(1,000)	(1,000)	0
58209	Council Property - Community Facilities	(203,016)	(183,900)	19,116	0
Income Total		(204,206)	(184,900)	19,306	0
Community Facilities Total		(204,206)	(184,900)	19,306	0
Volunteer Services VRC					
Expense					
29320	Salaries - Volunteer Services VRC	91,466	91,108	(358)	0
29321	Other Employee Cost - Volunteer Services VRC	917	900	(17)	0
29323	Office - Volunteer Services VRC	999	3,000	2,001	3
29327	Finance - Volunteer Services VRC	19,560	19,546	(14)	0
29330	Other Expense - Volunteer Services VRC	4,465	4,700	235	11
Expense Total		117,407	119,254	1,847	15
Income					
59304	Grants Operating - Volunteer Services VRC	(30,311)	(29,000)	1,311	0
Income Total		(30,311)	(29,000)	1,311	0
Volunteer Services VRC Total		87,097	90,254	3,157	15
Volunteer Services NVS					
Expense					
29220	Salaries - Volunteer Services NVS	23,940	32,817	8,877	0
29221	Other Employee Costs - Volunteer Services NVS	600	700	100	0
29223	Office - Volunteer Services NVS	22	800	778	0
29227	Finance - Volunteer Services NVS	17,160	17,122	(38)	0
29230	Other Expense - Volunteer Services NVS	774	2,600	1,826	765
29250	Special Projects - Volunteer Services NVS	2,395	3,000	605	76
Expense Total		44,892	57,039	12,147	841
Volunteer Services NVS Total		44,892	57,039	12,147	841
Tresillian Community Centre					
Expense					
29120	Salaries - Tresillian CC	256,700	266,134	9,434	0
29121	Other Employee Costs - Tresillian CC	3,138	3,000	(138)	0
29123	Office - Tresillian CC	23,075	25,300	2,225	1,392
29125	Depreciation - Tresillian CC	764	800	36	0
29127	Finance - Tresillian CC	84,000	84,445	445	0
29130	Other Expense - Tresillian CC	7,474	7,500	26	220
29136	Courses - Tresillian CC	207,678	194,500	(13,178)	18,105
29150	Exhibition - Tresillian CC	20,784	4,000	(16,784)	0
Expense Total		603,612	585,679	(17,933)	19,717
Income					
59101	Fees & Charges - Tresillian CC	(423,205)	(388,200)	35,005	0



CITY OF NEDLANDS
FINANCIAL SUMMARY - OPERATING - BY BUSINESS UNIT
AS AT 30 JUNE 2019

Row Labels	Master Account (desc)	June Actual YTD	Annual Budget	Variance	Committed Balance
59109	Council Property - Tresillian CC	(28,853)	(28,500)	353	0
51906	Contributions & Reimbursement - Tresillian CC	(500)	(500)	0	0
Income Total		(452,557)	(417,200)	35,357	0
Tresillian Community Centre Total		151,055	168,479	17,424	19,717
Community Development Total		976,906	1,158,743	181,837	36,594
Community Services Centres					
Nedlands Community Care					
Expense					
28620	Salaries - NCC	708,418	866,242	157,824	0
28621	Other Employee Costs - NCC	10,579	17,300	6,721	0
28623	Office - NCC	17,305	11,500	(5,805)	359
28624	Motor Vehicles - NCC	88,054	117,000	28,946	0
28625	Depreciation - NCC	26,636	26,300	(336)	0
28626	Utility - NCC	5,350	9,000	3,650	0
28627	Finance - NCC	265,440	265,472	32	0
28630	Other Expense - NCC	37,156	30,700	(6,456)	8,435
28635	ICT Expenses - NCC	8,655	5,000	(3,655)	1,068
28664	Hacc Unit Cost - NCC / PC66	124,235	0	(124,235)	0
Expense Total		1,291,828	1,348,514	56,686	9,861
Income					
58601	Fees & Charges - NCC	(121,575)	(86,000)	35,575	0
58604	Grants Operating - NCC	(965,574)	(1,032,900)	(67,326)	0
58610	Sundry Income - NCC	0	(2,000)	(2,000)	0
Income Total		(1,087,149)	(1,120,900)	(33,751)	0
Nedlands Community Care Total		204,679	227,614	22,935	9,861
Positive Ageing					
Expense					
27420	Salaries - Positive Ageing	69,710	72,071	2,361	0
27421	Other Employee Costs - Positive Ageing	730	800	70	0
27427	Finance - Positive Ageing	29,760	29,785	25	0
28437	Donations - Positive Ageing	4,196	6,000	1,804	1,713
28450	Other Expense - Positive Ageing	32,940	26,200	(6,740)	3,020
Expense Total		137,335	134,856	(2,479)	4,733
Income					
58420	Fees & Charges - Positive Ageing	(52,064)	(35,000)	17,064	0
Income Total		(52,064)	(35,000)	17,064	0
Positive Ageing Total		85,271	99,856	14,585	4,733
Point Resolution Child Care					
Expense					
28820	Salaries - PRCC	513,703	532,290	18,587	0
28821	Other Employee Costs - PRCC	8,569	8,500	(69)	0
28823	Office - PRCC	5,591	10,200	4,609	301
28824	Motor Vehicles - PRCC	7,560	8,000	440	0
28825	Depreciation - PRCC	910	1,100	190	0
28826	Utility - PRCC	7,169	8,300	1,131	0
28827	Finance - PRCC	87,608	87,565	(43)	0
28830	Other Expense - PRCC	11,703	18,000	6,297	1,831
28835	ICT Expenses - PRCC	2,700	4,800	2,100	0
Expense Total		645,514	678,755	33,241	2,131
Income					
58801	Fees & Charges - PRCC	(660,940)	(610,000)	50,940	0
Income Total		(660,940)	(610,000)	50,940	0



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Row Labels	Master Account (desc)	June Actual YTD	Annual Budget	Variance	Committed Balance
Point Resolution Child Care Total		(15,426)	68,755	84,181	2,131
Mt Claremont Library					
Expense					
28523	Office - Mt Claremont Library	8,577	11,000	2,423	1,007
28527	Finance - Mt Claremont Library	107,160	107,108	(52)	0
28530	Other Expense - Mt Claremont Library	28,990	25,000	(3,990)	2,301
28535	ICT Expenses - Mt Claremont Library	11,687	14,000	2,313	31
Expense Total		156,414	157,108	694	3,339
Income					
58501	Fees & Charges - Mt Claremont Library	(837)	(600)	237	0
58510	Sundry Income - Mt Claremont Library	(608)	(400)	208	0
58511	Fines & Penalties - Mt Claremont Library	(882)	(850)	32	0
Income Total		(2,327)	(1,850)	477	0
Mt Claremont Library Total		154,087	155,258	1,171	3,339
Nedlands Library					
Expense					
28720	Salaries - Library Services	955,339	1,018,397	63,058	0
28721	Other Employee Costs - Library Services	28,881	31,150	2,269	0
28723	Office - Nedlands Library	37,488	45,500	8,012	2,413
28724	Motor Vehicles - Nedlands Library	18,068	18,300	233	0
28725	Depreciation - Nedlands Library	13,176	12,000	(1,176)	0
28727	Finance - Nedlands Library	556,560	556,555	(5)	0
28730	Other Expense - Nedlands Library	101,490	117,400	15,910	16,960
28731	Grants Expenditure - Nedlands Library	1,259	1,100	(159)	0
28734	Professional Fees - Nedlands Library	2,600	0	(2,600)	0
28735	ICT Expenses - Nedlands Library	27,824	36,000	8,176	1,772
28750	Special Projects - Nedlands Library	110	1,000	890	0
Expense Total		1,742,794	1,837,402	94,608	21,145
Income					
58701	Fees & Charges - Nedland Library	(6,735)	(5,500)	1,235	0
58704	Grants Operating - Nedlands Library	(1,200)	(1,100)	100	0
58710	Sundry Income - Nedlands Library	(8,246)	(6,500)	1,746	0
58711	Fines & Penalties - Nedlands Library	(3,568)	(3,000)	568	0
Income Total		(19,749)	(16,100)	3,649	0
Nedlands Library Total		1,723,045	1,821,302	98,257	21,145
Community Services Centres Total		2,151,656	2,372,785	221,129	41,209
Community Development Total		3,128,562	3,531,528	402,966	77,803
Planning & Development Services					
Planning Services					
Town Planning - Administration					
Expense					
24820	Salaries - Town Planning Admin	107,369	106,391	(978)	0
24821	Other Employee Costs - Town Planning Admin	27,270	31,000	3,730	0
24823	Office - Town Planning Admin	10,274	8,000	(2,274)	527
24824	Motor Vehicles - Town Planning Admin	37,743	48,000	10,257	0
24825	Depreciation - Town Planning Admin	196	600	404	0
24827	Finance - Town Planning Admin	342,240	342,242	2	0
24830	Other Expense - Town Planning Admin	110	500	390	0
Expense Total		525,202	536,733	11,531	527
Income					
54801	Fees & Charges - Town Planning Admin	(437,849)	(400,000)	37,849	0
54810	Sundry Income - Town Planning Admin	(14,046)	(10,000)	4,046	0



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Row Labels	Master Account (desc)	June Actual YTD	Annual Budget	Variance	Committed Balance
54811	Fines & Penalties - Town Planning	(1,500)	(1,500)	0	0
Income Total		(453,395)	(411,500)	41,895	0
Town Planning - Administration Total		71,807	125,233	53,426	527
Statutory Planning					
Expense					
24320	Salaries - Statutory Planning	398,647	380,115	(18,532)	0
24321	Other Employee Costs - Statutory Planning	0	0	0	0
24334	Professional Fees - Statutory Planning	32,060	35,000	2,940	7,727
Expense Total		430,707	415,115	(15,592)	7,727
Statutory Planning Total		430,707	415,115	(15,592)	7,727
Strategic Planning					
Expense					
24857	Strategic Projects - Strategic Planning	47,225	125,500	78,275	7,507
24920	Salaries - Strategic Planning	387,104	397,979	10,875	0
24921	Other Employee Costs - Strategic Planning	0	0	0	0
24934	Professional Fees - Strategic Planning	4,935	0	(4,935)	0
Expense Total		439,265	523,479	84,214	7,507
Strategic Planning Total		439,265	523,479	84,214	7,507
Planning Services Total		941,779	1,063,827	122,048	15,762
Health & Compliance					
Sustainability					
Expense					
24620	Salaries - Sustainability	23,401	31,826	8,425	0
24621	Other Employee Costs - Sustainability	466	300	(166)	0
24623	Office - Sustainability	185	0	(185)	0
24624	Motor Vehicles - Sustainability	18,998	16,000	(2,998)	0
24625	Depreciation - Sustainability	1,503	1,600	97	0
24627	Finance - Sustainability	17,880	17,884	4	0
24634	Professional Fees - Sustainability	2,120	0	(2,120)	0
24635	ICT Expenses - Sustainability	208	0	(208)	0
24638	Operational Activities - Sustainability / PC79	14,610	25,000	10,390	1,800
Expense Total		79,372	92,610	13,238	1,800
Sustainability Total		79,372	92,610	13,238	1,800
Environmental Health					
Expense					
24720	Salaries - Environmental Health	451,233	449,677	(1,556)	0
24721	Other Employee Costs - Environmental Health	16,327	20,700	4,373	0
24723	Office - Environmental Health	1,870	4,200	2,330	44
24725	Depreciation - Environmental Health	6,497	6,600	103	0
24727	Finance - Environmental Health	123,600	123,659	59	0
24730	Other Expense - Environmental Health	31,913	33,500	1,587	5,355
24735	ICT Expenses - Environmental Health	1,495	0	(1,495)	0
24751	OPRL Activities - Environmental Health PC76,77,78	12,990	30,000	17,010	500
Expense Total		645,925	668,336	22,411	5,899
Income					
54701	Fees & Charges - Environmental Health	(49,557)	(45,000)	4,557	0
54710	Sundry Income - Environmental Health	(666)	(1,000)	(334)	0
54711	Fines & Penalties - Environmental Health	(12,981)	(13,000)	(19)	0
Income Total		(63,204)	(59,000)	4,204	0
Environmental Health Total		582,722	609,336	26,614	5,899
Environmental Conservation					
Expense					



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Row Labels	Master Account (desc)	June Actual YTD	Annual Budget	Variance	Committed Balance
24220	Salaries - Environmental Conservation	18,306	0	(18,306)	0
24221	Other Employee Costs - Environmental Conservation	1,623	2,800	1,177	0
24223	Office - Environmental Conservation	968	1,000	32	364
24227	Finance - Environmental Conservation	66,360	66,313	(47)	0
24230	Other Expense - Environmental Conservation	284	500	216	345
24237	Donations - Environmental Conservation	1,600	1,700	100	0
24251	OPRL Activities - Environ Conservation / PC80	665,485	863,400	197,915	166,911
Expense Total		754,625	935,713	181,088	167,620
Income					
54204	Grants Operating - Environmental Conservation	(34,094)	(34,100)	(6)	0
54210	Sundry Income - Environmental Conservation	(15,144)	(15,144)	0	0
Income Total		(49,238)	(49,244)	(6)	0
Environmental Conservation Total		705,387	886,469	181,082	167,620
Ranger Services					
Expense					
21120	Salaries - Ranger Services	638,875	636,687	(2,188)	0
21121	Other Employee Costs - Ranger Services	15,443	12,000	(3,443)	7
21123	Office - Ranger Services	8,943	9,700	757	1,022
21124	Motor Vehicles - Ranger Services	55,839	55,000	(839)	0
21125	Depreciation - Ranger Services	7,301	5,000	(2,301)	0
21127	Finance - Ranger Services	198,187	195,289	(2,898)	0
21130	Other Expense - Ranger Services	68,473	80,300	11,827	5,129
21134	Professional Fees - Ranger Services	0	0	0	0
21135	ICT Expenses - Ranger Services	9,852	10,000	148	0
21137	Donations - Ranger Services	1,000	1,000	0	0
21149	Loss Sale of Assets - Ranger Services	41	0	(41)	0
Expense Total		1,003,954	1,004,976	1,022	6,158
Income					
51101	Fees & Charges - Ranger Services	(62,968)	(81,700)	(18,732)	0
51106	Contributions & Reimbursements- Rangers Services	(28,678)	(30,000)	(1,322)	0
51110	Sundry Income - Ranger Services	0	0	0	0
51111	Fines & Penalties - Rangers Services	(401,182)	(391,600)	9,582	0
Income Total		(492,828)	(503,300)	(10,472)	0
Ranger Services Total		511,126	501,676	(9,450)	6,158
Health & Compliance Total		1,878,606	2,090,091	211,485	181,477
Building Services					
Building Services					
Expense					
24420	Salaries - Building Services	791,361	800,000	8,639	5,211
24421	Other Employee Costs - Building Services	26,514	26,600	86	0
24423	Office - Building Services	3,837	2,000	(1,837)	62
24424	Motor Vehicles - Building Services	26,907	25,600	(1,307)	0
24425	Depreciation - Building Services	242	300	58	0
24427	Finance - Building Services	264,000	264,009	9	0
24430	Other Expense - Building Services	2,751	1,000	(1,751)	400
24434	Professional Fees - Building Services	13,355	5,000	(8,355)	0
Expense Total		1,128,966	1,124,509	(4,457)	5,672
Income					
54401	Fees & Charges - Building Services	(477,375)	(450,700)	26,675	0
54410	Sundry Income - Building Services	(66,720)	(58,000)	8,720	0
54411	Fines & Penalties - Building Services	(32,870)	(12,000)	20,870	0
54406	Contributions & Reimbursements - Building Services	(837)	0	837	0



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Row Labels	Master Account (desc)	June Actual YTD	Annual Budget	Variance	Committed Balance
Income Total		(577,801)	(520,700)	57,101	0
Building Services Total		551,165	603,809	52,644	5,672
Building Services Total		551,165	603,809	52,644	5,672
Planning & Development Services Total		3,371,550	3,757,727	386,177	202,911
Technical Services					
Engineering					
Infrastructure Services					
Expense					
26220	Salaries - Infrastructure Svs	2,390,186	2,285,320	(104,866)	83
26221	Other Employee Costs - Infrastructure Svs	118,353	111,350	(7,003)	5,735
26223	Office - Infrastructure Svs	27,882	30,000	2,118	5,283
26224	Motor Vehicles - Infrastructure Svs	49,090	50,000	910	0
26225	Depreciation - Infrastructure Svs	18,109	20,900	2,791	0
26227	Finance - Infrastructure Svs	(2,534,052)	(2,658,664)	(124,612)	0
26228	Insurance - Infrastructure Svs	77,521	68,700	(8,821)	0
26230	Other Expense - Infrastructure Svs	45,248	50,000	4,752	10,855
26234	Professional Fees - Infrastructure Svs	27,715	29,051	1,336	4,915
26235	ICT Expenses - Infrastructure Svs	11,663	10,000	(1,663)	2,665
36101	Project Contribution - Infrastructure	2,002,816	1,993,960	(8,856)	0
Expense Total		2,234,531	1,990,617	(243,914)	29,535
Income					
50202	Service Charges - Infrastructure Svs	(2,867,259)	(2,855,490)	11,769	0
56201	Fees & Charges - Infrastructure Svs	(5,862)	(5,000)	862	0
Income Total		(2,873,121)	(2,860,490)	12,631	0
Infrastructure Services Total		(638,590)	(869,873)	(231,283)	29,535
Plant Operating					
Expense					
26521	Other Employee Costs - Plant Operating	1,224	1,700	476	0
26525	Depreciation - Plant Operating	452,319	502,100	49,781	0
26527	Finance - Plant Operating	(1,126,835)	(1,174,151)	(47,316)	0
26532	Plant - Plant Operating	650,291	728,551	78,260	6,081
26533	Minor Parts & Workshop Tools - Plant Operating	46,240	41,600	(4,640)	0
26549	Loss Sale of Assets - Plant Operating	40,974	33,937	(7,037)	0
Expense Total		64,212	133,737	69,525	6,081
Income					
56501	Fees & Charges - Plant Operating	(56,300)	(38,000)	18,300	0
56510	Sundry Income - Plant operating	(5,730)	(5,000)	730	0
56515	Profit Sale of Assets - Plant Operating	(57,230)	(83,206)	(25,976)	0
Income Total		(119,260)	(126,206)	(6,946)	0
Plant Operating Total		(55,047)	7,531	62,578	6,081
Streets Roads and Depots					
Expense					
26625	Depreciation - Streets Roads & Depots	1,863,550	1,864,900	1,350	0
26626	Utility - Streets Roads & Depots	448,809	540,000	91,191	4
26630	Other Expense - Streets Roads & Depots	85,185	7,000	(78,185)	0
26640	Reinstatement - Streets Roads & Depot	6,859	7,000	141	0
26667	Maintenance - Road Maintenance / PC51	718,391	680,500	(37,891)	46,286
26668	Maintenance - Drainage Maintenance / PC52	594,608	515,300	(79,308)	13,497
26669	Maintenance - Footpath Maintenance / PC53	145,370	150,000	4,630	12,246
26670	Maintenance - Parking Signs / PC54	94,705	87,500	(7,205)	1,236
26671	Maintenance - Right of Way Maintenance / PC55	80,710	87,500	6,790	9,091
26672	Maintenance - Bus Shelter Maintenance / PC56	12,970	11,600	(1,370)	32



CITY OF NEDLANDS
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Row Labels	Master Account (desc)	June Actual YTD	Annual Budget	Variance	Committed Balance
26673	Maintenance - Graffiti Control / PC57	15,674	19,500	3,826	2,100
26674	Maintenance - Streets Roads & Depot / PC89	211,028	151,500	(59,528)	868
Expense Total		4,277,859	4,122,300	(155,559)	85,360
Income					
56601	Fees & Charges - Streets Roads & Depots	(84,869)	(77,000)	7,869	0
56604	Grants Operating - Streets Roads & Depots	(8,011)	(65,000)	(56,989)	0
56606	Contributions & Reimburse - Streets Roads & Depots	74,676	(20,000)	(94,676)	0
56610	Sundry Income - Streets Roads & Depots	(85)	0	85	0
Income Total		(18,289)	(162,000)	(143,711)	0
Streets Roads and Depots Total		4,259,570	3,960,300	(299,270)	85,360
Waste Minimisation					
Expense					
24520	Salaries - Waste Minimisation	234,186	238,859	4,673	0
24521	Other Employee Costs - Waste Minimisation	5,627	4,200	(1,427)	0
24524	Motor Vehicles - Waste Minimisation	9,198	8,900	(298)	0
24527	Finance - Waste Minimisation	170,774	170,778	4	0
24538	Purchase of Product - Waste Minimisation	2,695	3,000	305	898
24552	Residential Kerbside - Waste Minimisation / PC71	1,768,643	1,858,800	90,157	472,488
24553	Residential Bulk - Waste Minimisation / PC72	345,422	356,600	11,178	191,618
24554	Commercial - Waste Minimisation / PC73	143,532	142,400	(1,132)	10,928
24555	Public Waste - Waste Minimisation / PC74	110,265	101,000	(9,265)	21,861
24556	Waste Strategy - Waste Minimisation / PC75	16,406	70,000	53,594	33,201
Expense Total		2,806,749	2,954,537	147,788	730,994
Income					
54501	Fees & Charges - Waste Minimisation	(3,314,831)	(3,305,600)	9,231	0
Income Total		(3,314,831)	(3,305,600)	9,231	0
Waste Minimisation Total		(508,082)	(351,063)	157,019	730,994
Building Maintenance					
Expense					
24120	Salaries - Building Maintenance	389,955	389,000	(955)	0
24121	Other Employee Costs - Building Maintenance	5,611	6,500	889	0
24123	Office - Building Maintenance	89	500	411	0
24124	Motor Vehicles - Building Maintenance	36,175	36,000	(175)	0
24125	Depreciation - Building Maintenance	717,875	720,000	2,125	0
24126	Utility - Building Maintenance PC41,42,43	230,854	272,500	41,646	(431)
24127	Finance - Building Maintenance	(13,198)	(151,967)	(138,769)	0
24128	Insurance - Building Maintenance PC40	76,034	134,200	58,166	0
24130	Other Expense - Building Maintenance	32,221	26,000	(6,221)	129
24133	Building - Building Maintenance PC58	1,435,686	1,400,500	(35,186)	135,613
24135	ICT Expenses - Building Maintenance	0	0	0	1,500
Expense Total		2,911,302	2,833,233	(78,069)	136,812
Income					
54106	Contributions & Reimbursement - Building Maintenance	(76,602)	(103,100)	(26,498)	0
54109	Council Property - Building Maintenance	(277,329)	(229,500)	47,829	0
Income Total		(353,931)	(332,600)	21,331	0
Building Maintenance Total		2,557,370	2,500,633	(56,737)	136,812
Engineering Total		5,615,221	5,247,528	(367,693)	988,782
Parks Services					
Parks Services					
Expense					
26360	Depreciation - Parks Services	602,706	602,800	94	0
26365	Maintenance - Parks Services / PC59	4,173,491	4,336,900	163,409	246,760



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Row Labels	Master Account (desc)	June Actual YTD	Annual Budget	Variance	Committed Balance
Expense Total		4,776,197	4,939,700	163,503	246,760
Income					
56301	Fees & Charges - Parks & Ovals	(867)	(10,000)	(9,133)	0
56306	Contributions & Reimbursements - Parks Services	(53,103)	(20,000)	33,103	0
56309	Council Property - Parks Services	(68,193)	(67,000)	1,193	0
56310	Sundry Income - Parks Services	(20,700)	(1,500)	19,200	0
56312	Fines & Penalties - Parks & Ovals	0	(1,000)	(1,000)	0
56313	Grants Operating - Parks and Gardens Services	(3,461)	(3,500)	(39)	0
Income Total		(146,323)	(103,000)	43,323	0
Parks Services Total		4,629,873	4,836,700	206,827	246,760
Parks Services Total		4,629,873	4,836,700	206,827	246,760
Technical Services Total		10,245,095	10,084,228	(160,867)	1,235,541
City of Nedlands Total		(5,746,970)	(3,993,207)	1,753,763	1,726,386



CITY OF NEDLANDS
CAPITAL WORKS & ACQUISITIONS
AS AT 30 JUNE 2019

L1	L1 Desc / N/ L2 - Desc	June Actual YTD	Committed Balance	June Budget YTD	Budget Available
2	Footpath Rehabilitation				
	2012 Waratah Avenue	6,120	0	414,900	408,780
	2019 Princess Road	0	0	17,680	17,680
	2124 Kingston St	24,161	0	27,106	2,945
	2143 Brockway Road	0	0	29,920	29,920
	2171 Knutsford Street	0	0	14,008	14,008
	600 Princess Rd - Marita to Broadway LHS	23,210	0	20,379	-2,831
	603 Stirling Hwy - Archdeacon to Bruce Sth	11	0	0	-11
	604 Stirling Hwy-Meriwa to Clifton (north)	134,740	0	94,480	-40,260
	605 Stirling Hwy-Florenct to Mtjoy (south)	174,295	1,837	145,144	-30,988
	606 Stirling Hwy-Baird to Boronia (north)	189,434	9,866	157,896	-41,404
	607 Stirling Hwy-Thomas to Archdeacon(south)	283,695	20,279	228,978	-74,995
	608 Stirling Hwy- Archdeacon to Bruce (south)	44,587	0	32,785	-11,802
	Footpath Rehabilitation Total	963,927	31,982	1,266,950	271,042
3	Road Rehabilitation				
	2199 Camelia Ave	215,878	644	214,318	-2,203
	2190 Riverview Ct	196,536	114	195,305	-1,345
	2143 Brockway Road	183,421	3,612	187,245	212
	2079 Minora Road	123,974	3,425	95,531	-31,868
	2174 Sayer Street	25,425	0	25,880	455
	2115 Leura Street	287,107	60,697	459,272	111,468
	2147 Nandina Avenue	267,342	4,912	269,824	-2,430
	2152 Kathryn Crescent	151,277	0	165,620	14,343
	2164 Iolanthe Street	106,843	0	110,076	3,233
	2196 Marlin Court	156,977	0	106,080	-50,897
	2311 Cormorant Lane	7,938	0	89,760	81,822
	2347 Sittella Lane	0	150	18,760	18,610
	Road Rehabilitation Total	2,336,894	77,224	2,555,516	141,399
4	Drainage Rehabilitation				
	2024 Carrington Street	331,693	89	311,682	-20,101
	2188 Iris Avenue	10,755	0	11,005	250
	2318 Gerygone Lane	450	150	54,400	53,800
	Drainage Rehabilitation Total	342,898	239	377,087	33,949
5	Street Furniture / Bus Shelter				
	4057 Beaton Park	0	2,659	0	-2,659
	9000 City Wide	0	53,147	0	-53,147
	500 City Wide Bus Shelters - Replace	51,154	26,051	73,440	-3,765
	501 City Wide Street Lights - INSTL LED	69,530	11,417	64,956	-15,991
	502 West Hollywood - LED smart control	70,131	2,100	125,000	52,769
	Street Furniture / Bus Shelter Total	190,815	95,374	263,396	-22,793
6	Grant Funded Projects				
	2001 Railway Road	11,030	0	75,000	63,970
	2003 Alfred Road	0	0	57,150	57,150
	2010 Broadway	0	0	90,000	90,000
	2012 Waratah Avenue	3,585	0	205,000	201,415
	2015 Birdwood Parade	0	0	172,000	172,000
	2018 Underwood Avenue	94,969	659	114,328	18,700
	2037 Elizabeth Street	38,450	12,052	1,250,000	1,199,498
	2200 John XXII Avenue	352,191	3,574	309,600	-46,165
	2262 Iris Avenue (South)	0	0	37,500	37,500
	2410 INTXN - Smyth RD/Monash Av	639,188	3,702	440,000	-202,890
	Grant Funded Projects Total	1,185,412	19,987	2,796,578	1,591,179
11	Building Construction				
	4000 100 Princess Rd - John Leckie Pavilion	337	0	0	-337
	4001 Kirkwood Rd - Allen Park Lower Pavilion	9,190	0	8,030	-1,160
	4002 97 Waratah Ave - Dalkeith Hall	27,457	0	20,000	-7,457
	4003 Broome St - Council Depot	273,139	854	200,457	-73,536
	4004 Webster St - Drabble House	170	0	190,000	189,830



CITY OF NEDLANDS
CAPITAL WORKS & ACQUISITIONS
AS AT 30 JUNE 2019

L1	L1 Desc / N/ L2 - Desc	June Actual YTD	Committed Balance	June Budget YTD	Budget Available
	4005 Drabble House Flat - 8A Webster St	10,797	6,313	8,000	-9,109
	4007 140 Melvista Ave - JC Smith Pavilion	38,887	0	28,593	-10,294
	4008 60 Stirling Hwy - Nedlands Library	769	0	0	-769
	4009 53 Jutland Pde - PRCC	25,527	5,200	5,000	-25,727
	4011 105 Montgomery Ave - MTC Library	35,414	3,655	26,675	-12,394
	4012 19 Haldane St - MTC Community Centre	9,127	0	6,711	-2,416
	4016 67 Stirling Highway - Maisonettes	21,211	13,077	49,000	14,711
	4018 21 Tyrell St - Tresillian	7,380	2,372	0	-9,752
	4019 84 Beatrice Rd - Adam A. Pavilion (Collegians AFC)	3,997	2,288	6,000	-285
	4020 71 Stirling Hwy - Administration Bldg	120,903	1,078	102,000	-19,982
	4046 Verdun St-Highview Pk Hockey PvlN (Suburban Lio	99	0	0	-99
	4047 78 Esplanade - Nedlands Yatch Club	1,434	0	0	-1,434
	4048 Melvista Ave - Nedlands Bridge Club	11,292	0	0	-11,292
	4052 Allen Park (Master Plan)	4,000	0	140,000	136,000
	4159 8 Draper St - Hackett Hall	35,664	0	210,000	174,336
	4164 100A Princess Rd - College Park Family Centre	11,304	49,095	62,000	1,601
	4201 John XXIII Ave - Council Depot	649,838	343	420,000	-230,181
	9000 City Wide	0	4,818	24,000	19,182
	Building Construction Total	1,297,935	89,093	1,506,466	119,438
12	Off Street Parking				
	405 Broadway Foreshore Carpark - Resurface	0	152,127	129,200	-22,927
	406 Maisonettes Carpark - Reserface	0	1,771	43,520	41,749
	Off Street Parking Total	0	153,898	172,720	18,822
14	Parks & Reserves Construction				
	4057 Beaton Park	4,120	0	13,630	9,510
	4060 Birdwood Parade Reserve	11,062	0	11,100	38
	4061 Bishop Road Reserve	152	0	0	-152
	4072 College Park	694	0	43,520	42,826
	4079 David Cruickshank Reserve	261	0	29,000	28,739
	4089 Hamilton Park	738	0	0	-738
	4090 Harris Park	24,589	24,567	61,100	11,944
	4094 Jones Park	19,558	0	19,585	27
	4101 Melvista Reserve	50,557	0	50,560	3
	4139 Tresillian Community Centre Surrounds	1,042	0	0	-1,042
	700 Beaton Park - Irrigation upgrade	14,141	0	14,300	159
	701 Beaton Park - R bollard lighting	83,217	0	83,250	33
	707 College Park - UG irrigation system	0	2,600	20,000	17,400
	716 Lesley Graham Rsv - Renew garden beds	-2,101	0	0	2,101
	724 Pt Res Rsv - DVPT Greenway buffer S1	45,427	50,320	99,447	3,700
	725 Pt Res Rsv - Construct 710m DUP	117,502	0	113,650	-3,852
	726 River Fshore - INST landscaping JL Pd	0	0	58,600	58,600
	728 St John Wood Bv POS - DVLP park	246,478	39,499	234,960	-51,017
	730 Allen Park - R bollard light Heritage Pr	16,558	0	16,552	-6
	732 Allen Park (LO) - INST floodlight	28,441	450	234,682	205,791
	733 Asquith Park - R park sign	0	0	9,112	9,112
	734 Asquith Reserve - Redevelopment	233,790	29,945	291,040	27,305
	735 Birdwood Pde Rsv-R carpark lightpole x2	0	8,309	16,918	8,609
	736 Bishop Rd Rsv - R drinking fountain	3,863	0	5,304	1,441
	737 Bishop Rd Rsv - Enviro-scape manster pln	0	3,581	66,096	62,515
	738 Brockman Rsv - R drinking fountain	5,731	0	5,304	-427
	739 Brockman Rsv - UG playground	90	50,573	71,944	21,281
	740 Carringotn Park - R fence Stage 1	32,256	0	34,898	2,642
	742 Carringotn Park - R basketball backboard	5,841	0	8,976	3,135
	743 Charles Crt Rsv - R carpark light pole	4,927	0	4,956	29
	744 Charles Crt Rsv - R combo table	4,239	0	5,304	1,065
	745 Charles Crt Rsv - R fitness equipment	0	32,000	35,360	3,360
	746 College Park - UG gate	3,046	0	5,304	2,258
	748 College Park - R drinking fountain	5,192	0	5,304	112



CITY OF NEDLANDS
CAPITAL WORKS & ACQUISITIONS
AS AT 30 JUNE 2019

L1	L1 Desc / N/ L2 - Desc	June Actual YTD	Committed Balance	June Budget YTD	Budget Available
	750 Daran Park - Renovate lower pond	175,628	0	173,650	-1,978
	751 DC Rsv - R boomgate	1,156	0	3,800	2,644
	752 Hamilton Park - UG irrigation system	0	0	23,200	23,200
	754 Hollywood Park - UG pathway	87,836	485	142,800	54,479
	758 Hollywood TCR - R ball collector & net	1,475	0	1,476	1
	761 Jones Park - R fence	16,639	0	14,008	-2,631
	762 Jones Park - R gate	21,405	0	12,055	-9,350
	764 Lesley Graham Rsv - R park bench	1,088	0	2,720	1,632
	765 Leura Park - R self closing gate x3	6,147	0	5,304	-843
	766 Pine Tree Park - UP playground equip	8,211	0	15,640	7,429
	767 Pt Res Rsv - UG irrigation system	6,344	204	204,000	197,452
	768 Railway Rd - Complete greenway	0	61,929	97,000	35,071
	769 St Johns Wood Blv POS - INST playground	3,976	0	136,000	132,024
	770 Jones Park - Install Drinking Fountain	2,350	2,868	8,024	2,806
	771 Jones Park - Bushfence Bollards Gate&Eco	0	0	49,400	49,400
	Parks & Reserves Construction Total	1,350,209	307,330	2,615,375	957,836
15	Plant & Equipment				
	7500 Technical Svs - Engineering	106,121	141,760	116,000	-131,881
	7501 Development Svs - Town Planning	37,862	0	46,000	8,138
	7502 Development Svs - Building Svs	19,067	0	23,000	3,933
	7505 Planning & Development Svs - Ranger Svs	92,899	0	159,000	66,101
	7509 Technical Svs - Parks Svs	153,946	0	390,700	236,754
	7511 Community Svs - Service Centres	18,760	0	33,000	14,240
	7512 Community Svs - Community Development	0	-38	0	38
	7515 Corporate & Strategy - ICT	0	0	42,000	42,000
	Plant & Equipment Total	428,655	141,722	809,700	239,323
16	ICT Capital Projects				
	6039 Library System Software	9,239	0	0	-9,239
	6053 Hardware	107,106	0	107,000	-106
	6054 Software	3,657	25,970	15,000	-14,627
	6057 Hardware - redundant link	15,637	5,784	22,000	579
	6058 Hardware - WIFI	0	0	6,000	6,000
	6060 Software - IP Phone	38,572	0	42,000	3,428
	6061 Software - Business Improvement System	0	12,930	100,000	87,070
	ICT Capital Projects Total	174,210	44,684	292,000	73,106
18	Furniture & Fixture				
	4008 60 Stirling Hwy - Nedlands Library	0	5,907	8,500	2,593
	4020 71 Stirling Hwy - Administration Bldg	2,408	0	0	-2,408
	Furniture & Fixture Total	2,408	5,907	8,500	185
19	Public Art				
	9000 City Wide	97,376	48,213	150,000	4,411
	Public Art Total	97,376	48,213	150,000	4,411
20	Major Projects - Parks				
	901 Beaton Park - AAPS Stage 2	451,984	4,932	440,839	-16,077
	902 Beaton Park - Riverwall Stage 2	59,318	0	62,500	3,182
	904 Swanbourne Beach Oval - rehabilitation	84,988	1,192	240,000	153,819
	Major Projects - Parks Total	645,292	6,124	792,342	140,925
	City of Nedlands Total	9,016,031	1,021,777	13,606,630	3,568,822



CITY OF NEDLANDS
STATEMENT OF NET CURRENT ASSETS
CLOSING FUNDS
AS AT 30 JUNE 2019

	2018/19	2017/18
	YTD 30 JUNE	YTD 30 JUNE
	2019	2018
Current Assets		
Cash & Cash Equivalents	11,191,167	11,135,046
Receivable - Rates Outstanding (inc Rebates)	513,192	351,530
Receivable - Sundry Debtors	571,022	396,323
Receivable - Self Supporting Loan	0	13,219
Receivable - UGP	51,265	259
GST Receivable	316,783	192,341
Prepayments	141,307	186,333
Less: Provision for Doubtful Debts	(5,186)	(5,186)
Inventories	16,687	31,937
	<u>12,796,237</u>	<u>12,301,802</u>
Current Liabilities		
Payable - Sundry Creditors	(1,244,531)	(1,750,960)
Payable - ESL	(35,256)	5,619
Accrued Salaries and Wages	(89,162)	(276,846)
Employee Provisions	(2,212,244)	(2,027,291)
Borrowings	(4,127)	(3,249,693)
	<u>(3,585,320)</u>	<u>(7,299,171)</u>
Unadjusted Net Current Assets	<u>9,210,917</u>	<u>5,002,631</u>
Less: Restricted Reserves	(6,176,890)	(6,037,347)
Less: Current Self Supporting Loan Liability	(0)	(13,219)
Add Back: Borrowings	4,127	3,249,693
Net Current Assets	<u><u>3,038,154</u></u>	<u><u>2,201,757</u></u>



City of Nedlands

**CITY OF NEDLANDS
STATEMENT OF FINANCIAL ACTIVITY
BY DIRECTORATES
FOR THE PERIOD ENDED 30 JUNE 2019**

	2018-19 Annual Budget \$	June 19 YTD Actual \$	June 19 YTD Variance \$	Variance %
Operating Income				
Governance	311,856	151,399	(160,458)	-51.5%
Corporate & Strategy	24,474,285	25,105,114	630,829	2.6%
Community Development & Services	2,447,150	2,547,976	100,826	4.1%
Planning & Development Services	1,543,744	1,636,466	92,722	6.0%
Technical Services	6,889,896	6,825,756	(64,140)	-0.9%
	35,666,931	36,266,710	599,779	1.7%
Operating Expense				
Governance	(2,896,909)	(2,599,969)	311,198	10.3%
Corporate & Strategy	(508,284)	(164,366)	343,918	67.7%
Community Development & Services	(5,978,678)	(5,676,538)	302,140	5.1%
Planning & Development Services	(5,301,471)	(5,008,016)	293,455	5.5%
Technical Services	(16,974,124)	(17,070,850)	(96,726)	-0.6%
	(31,659,466)	(30,519,740)	1,153,984	3.6%
Capital Income				
Grants Capital	3,660,333	2,452,632		
Capital Contribution	0	0		
Proceeds from Disposal of Assets	451,001	327,542		
New Borrowings	2,407,286	1,757,286		
Self Supporting Loan Principal Repayments	13,219	13,219		
Transfer from Reserve	2,658,005	0		
	9,189,844	4,550,679		
Capital Expenditure				
Land & Buildings	(1,296,469)	(1,297,935)		
Infrastructure - Road	(7,168,854)	(4,829,131)		
Infrastructure - Parks	(3,881,110)	(2,240,525)		
Plant & Equipment	(809,700)	(428,655)		
Furniture & Equipment	(450,500)	(219,785)		
Repayment of Debentures	(4,200,246)	(4,200,245)		
Transfer to Reserves	(1,708,816)	(139,543)		
	(19,515,695)	(13,355,820)		
Total Operating and Non-Operating	(6,318,386)	(3,058,171)		
Adjustment - Non Cash Items				
Depreciation	3,925,700	3,872,907		
Receivables/Provisions/Other Accruals	(10,000)	33,886		
(Profit) on Sale of Assets	(88,329)	(57,230)		
Loss on Sale of Assets	33,937	45,005		
ADD - Surplus/(Deficit) 1 July b/f	2,201,756	2,201,757		
LESS - Surplus/(Deficit) 30 June c/f	(255,322)	3,038,154		
	6,318,386	3,058,171		



**SUMMARY STATEMENT OF BORROWING ACTIVITY
FOR THE PERIOD ENDING 30 JUNE 2019**

Purpose

Loan 178 - Waste Bins
 Loan 179 - Road Infrastructures
 Loan 181 - Building and Road Infrastructures
 Loan 182 - Building
 Loan 183 - Building
 Loan 184 - Building
 Loan 185 - Building
 Loan 187 - Underground Power (CON)
 Loan - Short Term Facility - Underground Power (W. Hollywood Res)
 Loan 188 - Underground Power (W.Hollywood Res)
 Loan 189 - Underground Power (Alfred & MTC Res)
 Loan 190 - Underground Power (Alderbury Res)
 Loan 191 - Building and Road Infrastructures

Self Supporting Loans

Loan 186 - Dalkeith Bowling Club

Total

	Actual YTD 30 JUNE 2019					
	Interest Rate Per Annum	Principal 30-Jun-18 \$	New loans \$	Principal Repayment \$	Principal 30-Jun-19 \$	Interest(YTD) \$
Loan 178 - Waste Bins	6.01%	48,688	0	(48,688)	0	408
Loan 179 - Road Infrastructures	6.04%	764,036	0	(109,044)	654,992	43,160
Loan 181 - Building and Road Infrastructures	5.91%	727,240	0	(228,339)	498,901	36,857
Loan 182 - Building	4.67%	888,399	0	(239,274)	649,124	37,338
Loan 183 - Building	2.78%	1,187,478	0	(155,871)	1,031,606	31,035
Loan 184 - Building	3.12%	1,047,101	0	(125,920)	921,181	30,551
Loan 185 - Building	3.12%	495,569	0	(59,595)	435,974	14,459
Loan 187 - Underground Power (CON)	2.64%	3,081,977	0	(617,218)	2,464,759	75,287
Loan - Short Term Facility - Underground Power (W. Hollywood Res)	2.48%	1,652,524	950,552	(2,603,076)	0	14,480
Loan 188 - Underground Power (W.Hollywood Res)	3.07%	0	645,499		645,499	12,433
Loan 189 - Underground Power (Alfred & MTC Res)	3.07%	0	94,279		94,279	1,816
Loan 190 - Underground Power (Alderbury Res)	3.07%	0	66,956		66,956	1,290
Loan 191 - Building and Road Infrastructures		0	0		0	
		9,893,012	1,757,286	(4,187,026)	7,463,272	299,114
Loan 186 - Dalkeith Bowling Club	3.07%	105,664	0	(13,219)	92,445	3,093
					0	
Total		9,998,676	1,757,286	(4,200,245)	7,555,717	302,207

Adopted Budget 2018/19		
New loans \$	Principal 30-Jun-19 \$	Interest \$
0	0	1,100
0	654,992	43,709
0	498,901	37,987
0	649,124	37,338
0	1,031,606	31,396
0	921,180	31,206
0	435,974	14,769
0	2,464,759	75,287
950,552	0	26,900
2,043,957	1,917,267	60,060
191,550	179,677	5,628
232,502	218,091	6,832
1,000,000	1,000,000	3,500
4,418,561	9,971,573	375,712
0	92,445	3,093
4,418,561	10,064,018	378,805



CITY OF NEDLANDS
STATEMENT OF FINANCIAL POSITION
AS AT 30 JUNE 2019

	2018/2019 YTD 30 JUNE 2019 \$	2017/2018 YTD 30 JUNE 2018 \$
Current Assets		
Cash & Cash Equivalents	11,191,167	11,135,046
Trade & Other Receivables	1,447,075	948,486
Inventories	16,687	31,937
Other - Prepayments & Accruals	141,307	186,333
Total Current Assets	12,796,237	12,301,802
Non Current Assets		
Other Receivables	506,235	540,166
Other Financial Assets	123,734	123,734
Property, Plant & Equipment Infrastructure	345,886,076	345,708,089
	87,221,500	82,571,682
Total Non Current Assets	433,737,546	428,943,671
Total Assets	446,533,783	441,245,473
Current Liabilities		
Trade & Other Payables	1,368,949	2,022,187
Current Borrowings	4,127	3,249,693
Employee Provisions	2,212,244	2,027,291
Total Current Liabilities	3,585,320	7,299,171
Non Current Liabilities		
Long Term Borrowings	7,551,590	6,748,983
Employee Provisions	337,618	337,618
Total Non Current Liabilities	7,889,208	7,086,601
Total Liabilities	11,474,528	14,385,772
Net Assets	435,059,255	426,859,701
Equity		
Retained Surplus	75,335,715	67,275,704
Reserves - Cash Backed	6,176,890	6,037,347
Revaluation Surplus	353,546,650	353,546,650
Total Equity	435,059,255	426,859,701



**SUMMARY STATEMENT OF FINANCIAL ACTIVITY - OPERATING
BY REPORTING ACTIVITY
FOR THE PERIOD ENDING 30 JUNE 2019**

Reporting Activity	June 19	June 19	Variance Indicators			F/U	2018-19	Var. Scale
	YTD Budget	YTD Actual	\$	%	Flag		Annual Budget	
Income:								
Community Leadership	286,143	111,632	(174,511)	(61%)	▶	U	286,143	●
Corporate Administration	899,998	1,349,254	449,256	50%	▶	F	899,998	●
Community Capacity Building	663,300	725,747	62,447	9%	▶	F	663,300	●
Community Care	1,765,900	1,800,154	34,254	2%	▶	F	1,765,900	●
Libraries	17,950	22,075	4,125	23%	▶	F	17,950	●
Building & Development Control	932,200	1,031,196	98,996	11%	▶	F	932,200	●
Environmental Health Services	59,000	63,204	4,204	7%	▶	F	59,000	●
Rangers & Public Safety	503,300	492,828	(10,472)	(2%)	▶	U	503,300	●
Engineering & Asset Management	2,860,490	2,873,121	12,631	0%	▶	F	2,860,490	●
Parks & Natural Areas	152,244	195,562	43,318	28%	▶	F	152,244	●
Roads, Paths & Drains	288,206	137,548	(150,658)	(52%)	▶	U	288,206	●
Community Building Management	332,600	353,931	21,331	6%	▶	F	332,600	●
Waste Management	3,305,600	3,314,831	9,231	0%	▶	F	3,305,600	●
Rates & Property Services	23,600,000	23,795,627	195,627	1%	▶	F	23,600,000	●
Total Income	35,666,931	36,266,710		2%	▶	F	35,666,931	

* **Note:** Total Income includes Operating Income & Capital Grants but not Asset Sale Proceeds

Legend

Favourable Variance to Budget F ▶
Unfavourable Variance to Budget U ▶

Legend

Favourable Variance > 10% ●
Variance between -10% (U) and +10% (F) ●
Unfavourable Variance > 10% ●



**SUMMARY STATEMENT OF FINANCIAL ACTIVITY - OPERATING
BY REPORTING ACTIVITY
FOR THE PERIOD ENDING 30 JUNE 2019**

Reporting Activity	June 19	June 19	Variance Indicators			F/U	2018-19	Var. Scale
	YTD Budget	YTD Actual	\$	%	Flag		Annual Budget	
Expenditure:								
Community Leadership	2,466,221	2,206,290	259,931	11%	▶	F	2,466,221	●
Corporate Administration	614,547	232,897	381,650	62%	▶	F	614,547	●
Community Capacity Building	1,822,043	1,702,653	119,390	7%	▶	F	1,822,043	●
Community Care	2,162,125	2,074,677	87,448	4%	▶	F	2,162,125	●
Libraries	1,994,510	1,899,208	95,302	5%	▶	F	1,994,510	●
Building & Development Control	2,076,357	2,084,875	(8,518)	0%	▶	U	2,076,357	●
Strategic Urban Planning	616,089	518,636	97,453	16%	▶	F	616,089	●
Environmental Health Services	668,336	645,925	22,411	3%	▶	F	668,336	●
Rangers & Public Safety	1,004,976	1,003,954	1,022	0%	▶	F	1,004,976	●
Engineering & Asset Management	1,990,617	2,234,531	(243,914)	12%	▶	U	1,990,617	●
Parks & Natural Areas	5,875,413	5,530,822	344,591	6%	▶	F	5,875,413	●
Roads, Paths & Drains	4,256,037	4,342,072	(86,035)	2%	▶	U	4,256,037	●
Community Building Management	2,833,233	2,911,302	(78,069)	3%	▶	U	2,833,233	●
Waste Management	2,954,537	2,806,749	147,788	5%	▶	F	2,954,537	●
Rates & Property Services	338,683	325,148	13,535	4%	▶	F	338,683	●
Total Operating Expenditure	31,673,724	30,519,740		4%	▶	F	31,673,724	
Net Operating Result	3,993,207	5,746,970					3,993,207	

Legend

Favourable Variance to Budget F ▶
Unfavourable Variance to Budget U ▶

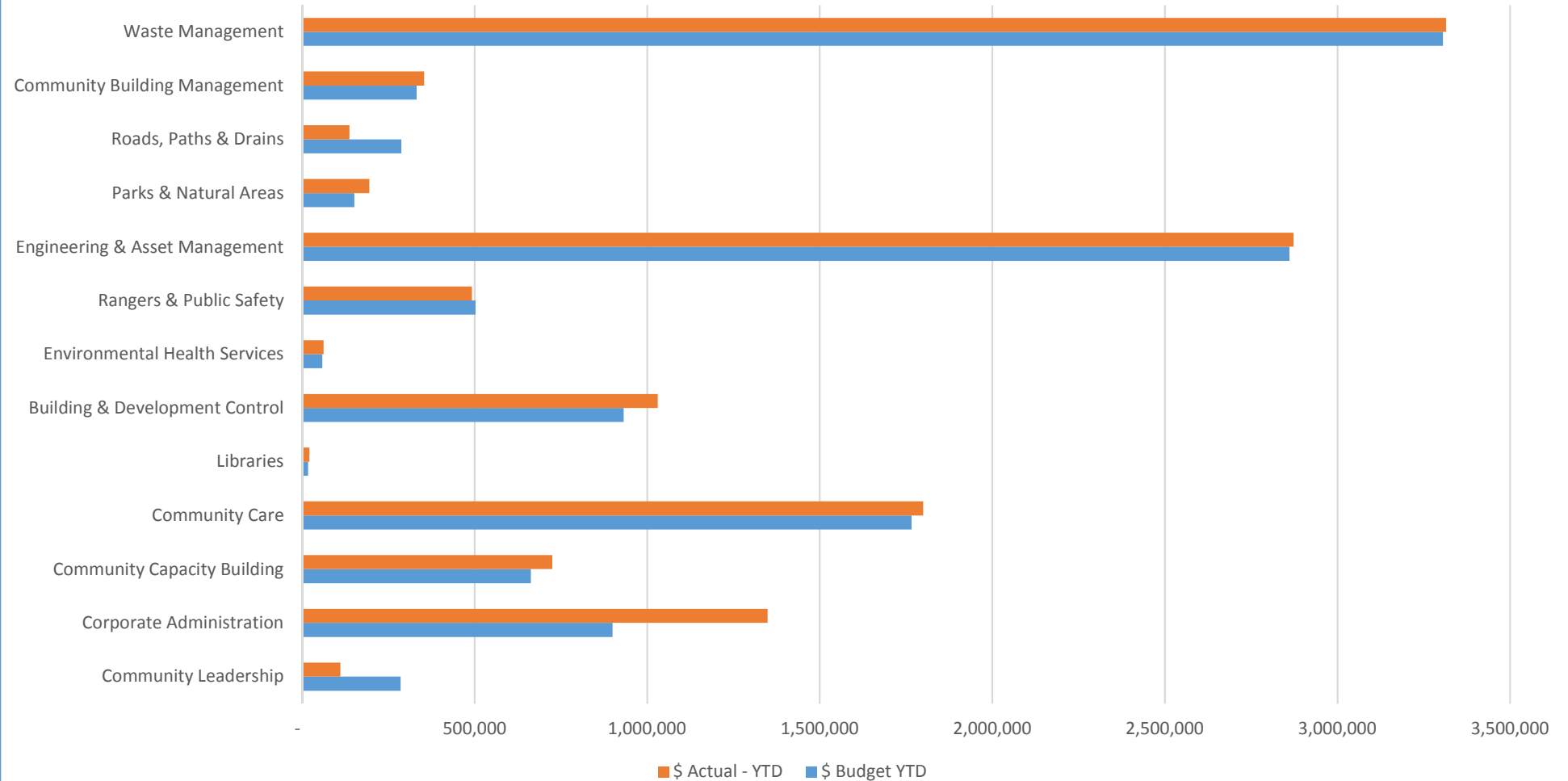
Legend

Favourable Variance > 10% ●
Variance between -10% (U) and +10% (F) ●
Unfavourable Variance > 10% ●



**GRAPHICAL SUMMARY OF FINANCIAL ACTIVITY - OPERATING
BY REPORTING ACTIVITY
FOR THE PERIOD ENDING 30 JUNE 2019**

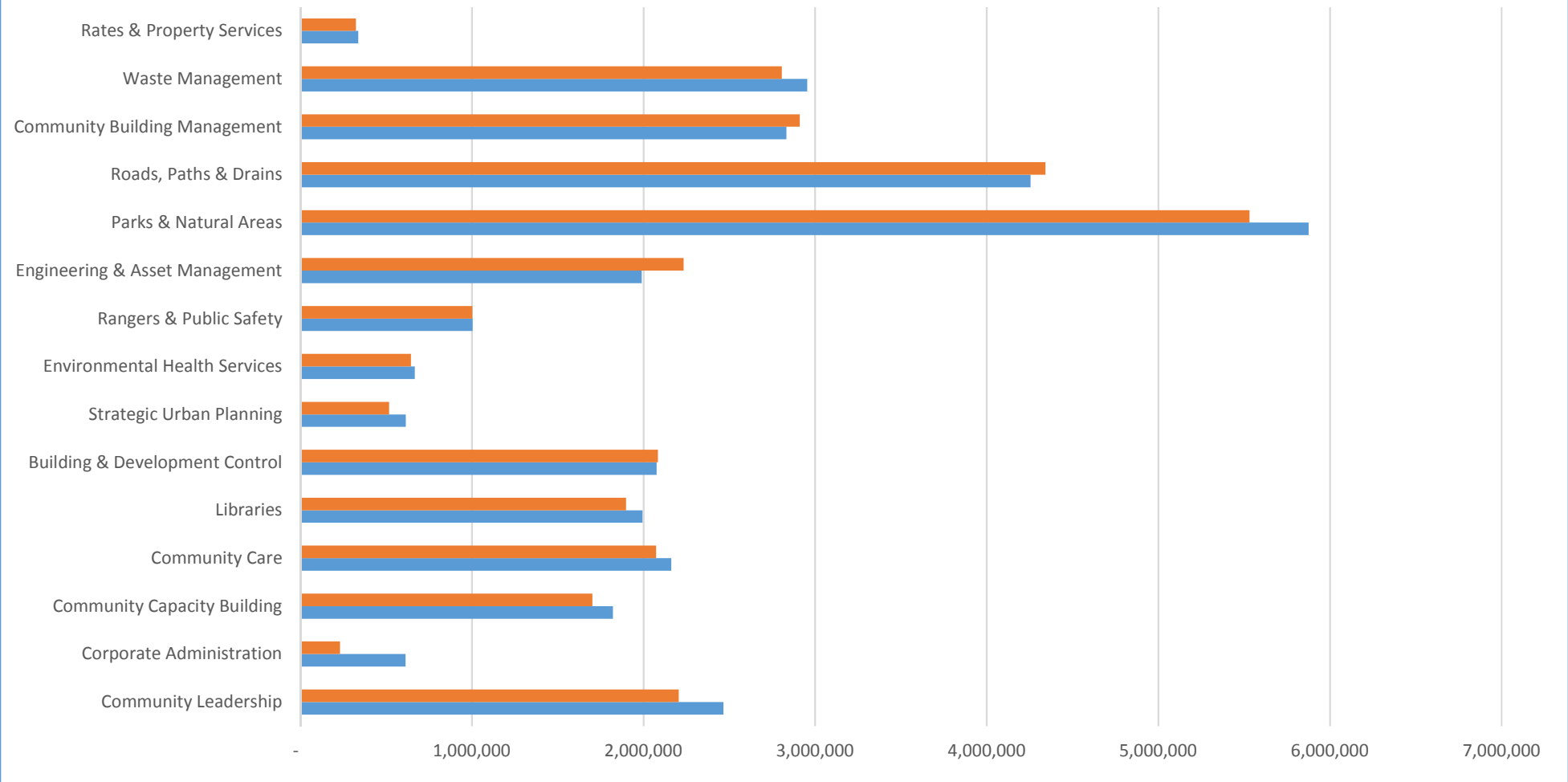
Income - YTD by Reporting Activity (Excluding Rates)





**GRAPHICAL SUMMARY OF FINANCIAL ACTIVITY - OPERATING
BY REPORTING ACTIVITY
FOR THE PERIOD ENDING 30 JUNE 2019**

Operating Expenditure - YTD by Reporting Activity





CITY OF NEDLANDS
SUMMARY STATEMENT OF FINANCIAL ACTIVITY - INCOME
BY REPORTING NATURE & TYPE
FOR THE PERIOD ENDING 30 JUNE 2019

Reporting Activity

Reporting Activity	June 19	June 19	Variance Indicators			F/U	2018-19	Var.	
	YTD Budget	YTD Actual	\$	%	Flag		Annual Budget	Scale	
Income:									
Operating Income									
Rates	23,600,000	23,795,627	195,627	1%	▶	F	23,600,000	●	
Service Charges (UGP)	2,855,490	2,867,259	11,769	0%	▶	F	2,855,490	●	
Fees & Charges	5,605,400	5,827,840	222,440	4%	▶	F	5,605,400	●	
Fines & Penalties	422,950	452,982	30,032	7%	▶	F	422,950	●	
Interest Revenue	389,000	440,389	51,389	13%	▶	F	389,000	●	
Operating Grants	1,562,700	1,822,518	259,818	17%	▶	F	1,562,700	●	
Contributions	723,413	721,663	(1,750)	(0%)	▶	U	723,413	●	
Other Revenue	507,978	338,432	(169,546)	(33%)	▶	U	419,649	●	
Operating Income	35,666,931	36,266,710					35,666,931		
Capital Income									
Capital Grants	3,660,333	2,452,633	(1,207,700)	(33%)	▶	U	3,660,333	●	R6
Asset Sale Proceeds	451,001	327,542	(123,459)	(27%)	▶	U	451,001	●	R7
Sub Total - Capital Income	4,111,334	2,780,174					4,111,334		
Total Income	39,778,265	39,046,885		(2%)	▶	U	39,778,265		

Legend

Favourable Variance to Budget F ▶
 Unfavourable Variance to Budget U ▶

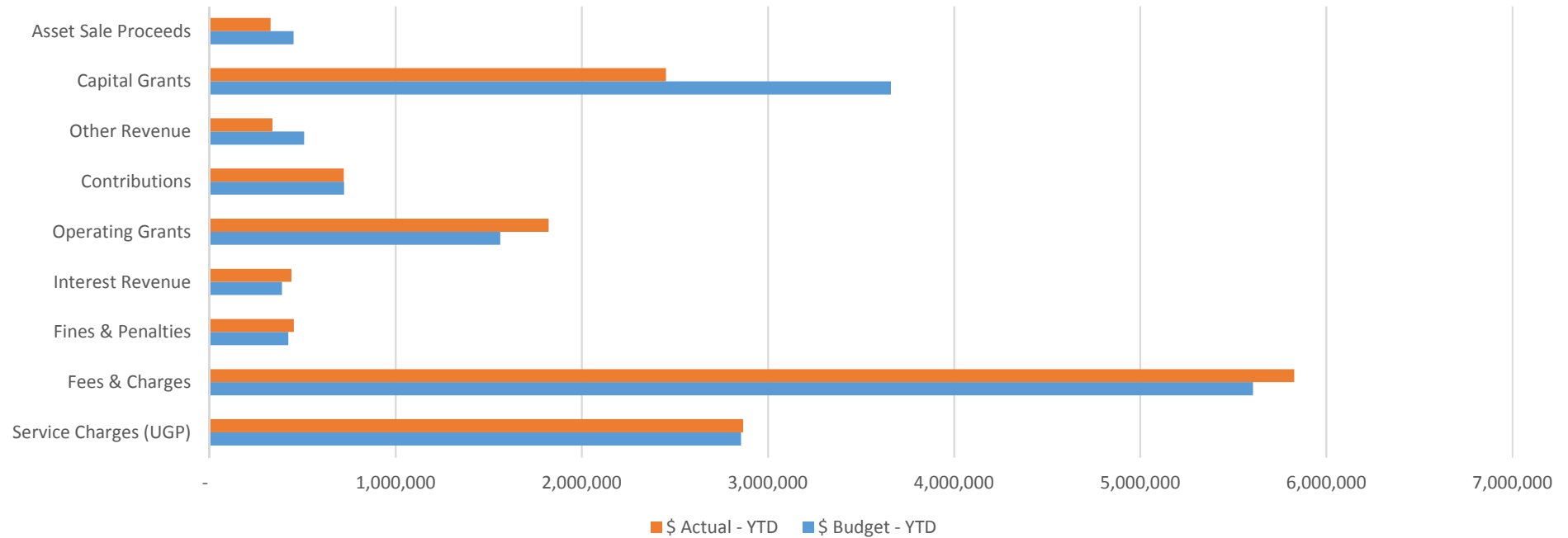
Legend

Favourable Variance > 10% ●
 Variance between -10% (U) and +10% (F) ●
 Unfavourable Variance > 10% ●

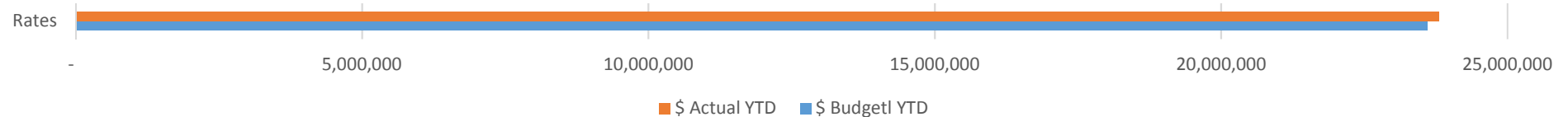


CITY OF NEDLANDS
SUMMARY STATEMENT OF FINANCIAL ACTIVITY - INCOME
BY REPORTING NATURE & TYPE
FOR THE PERIOD ENDING 30 JUNE 2019

Income - YTD by Nature & Type (Excluding Rates)



Rates Income - YTD



13.5 Monthly Investment Report – June 2019

Council	23 July 2019
Applicant	City of Nedlands
Officer	Hassan Shiblee – A/Manager Financial Services
Director	Lorraine Driscoll – Director Corporate & Strategy
Attachments	1. Investment Report for the period ended 30 June 2019

Regulation 11(da) – Not Applicable – Recommendation Adopted

Moved – Councillor Hassell
 Seconded – Councillor James

That the Recommendation to Council be adopted.
 (Printed below for ease of reference)

CARRIED UNANIMOUSLY 12/-

Council Resolution / Recommendation to Council

Council receives the Investment Report for the period ended 30 June 2019.

Executive Summary

In accordance with the Council’s Investment Policy, Administration is required to present a summary of investments to Council on a monthly basis.

Discussion/Overview

Council’s Investment of Funds report meets the requirements of Section 6.14 of the Local Government Act 1995.

The Investment Policy of the City, which is reviewed each year by the Audit and Risk Committee of Council, is structured so as to minimise any risks associated with the City’s cash investments. The officers adhere to this Policy, and continuously monitor market conditions to ensure that the City obtains attractive and optimum yields without compromising on risk management.

The Investment Policy of the City, which is reviewed each year by the Audit and Risk Committee of Council, is structured so as to minimise any risks associated with the City’s cash investments. The officers adhere to this Policy, and continuously monitor market conditions to ensure that the City obtains attractive and optimum yields without compromising on risk management.

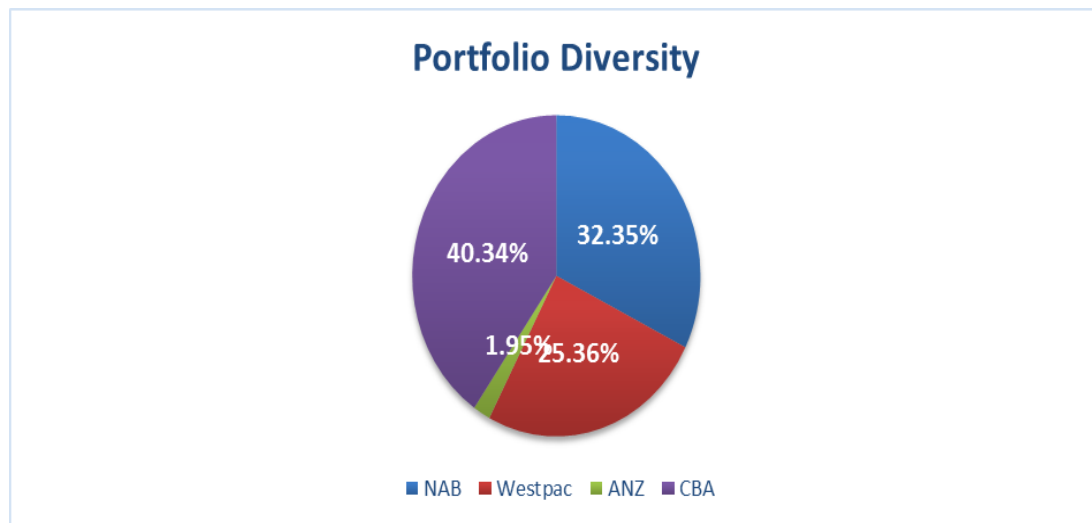
The Investment Summary shows that as at 30 June 2019 the City held the following funds in investments:

Municipal Funds	\$ 3,091,075.95
Reserve Funds	\$ <u>6,109,065.31</u>
Total	\$ <u><u>9,200,141.26</u></u>

The total interest earned from investments as at 30 June 2019 was \$367,423.44.

The Investment Portfolio comprises holdings in the following institutions:

Financial Institution	Funds Invested	Interest Rate	Proportion of Portfolio
NAB	\$2,975,794.13	1.70% - 2.73%	32.35%
Westpac	\$2,333,276.47	2.24% - 2.50%	25.36%
ANZ	\$179,471.36	2.20%	1.95%
CBA	\$3,711,599.30	1.30% - 2.49%	40.34%
Total	\$9,200,141.26		100.00%



Conclusion

The Investment Report is presented to Council.

Key Relevant Previous Council Decisions:

Nil.

Consultation

Required by legislation:

Yes

No

Required by City of Redlands policy:

Yes

No

Budget/Financial Implications

Investment income is steady as per budget.



City of Nedlands

**INVESTMENTS REPORT
FOR THE PERIOD ENDED 30 JUNE 2019**

Particulars	Interest	Invest.	Maturity	Period	NAB	Westpac	ANZ	CBA	Total	Interest
	Rate	Date	Date	Days	*AA-/Stable/A-1+	*AA-/Stable/A-1+	*AA-/Stable/A-1+	*AA-/Stable/A-1+		YTD Accumulated
RESERVE INVESTMENTS										
Plant Replacement	2.10%	11-Jun-19	9-Oct-19	120				34,037.17	34,037.17	\$37.17
City Development - Western Zone	2.37%	13-Mar-19	11-Jul-19	120				172,169.08	172,169.08	\$4,110.20
City Development - Western Zone	2.03%	23-May-19	23-Sep-19	123				64,898.16	64,898.16	\$4,468.73
Business system reserve	2.10%	11-Jun-19	9-Oct-19	120				140,144.99	140,144.99	\$144.99
All abilities play space	2.10%	11-Jun-19	9-Oct-19	120				96,099.42	96,099.42	\$99.42
North Street	1.70%	21-Jun-19	19-Sep-19	90	760,980.31				760,980.31	\$20,056.91
Welfare - General	2.17%	15-May-19	17-Sep-19	125				313,872.60	313,872.60	\$7,389.42
Welfare - NCC	2.38%	13-Mar-19	11-Jul-19	120				157,453.93	157,453.93	\$3,726.70
Welfare - PRCC	1.30%	N/A	N/A	N/A				15,453.19	15,453.19	\$59.45
Services - Tawarri 1	1.70%	21-Jun-19	19-Sep-19	90	67,357.73				67,357.73	\$1,719.89
Services General	2.73%	30-Jan-19	29-Jul-19	180	25,345.08				25,345.08	\$664.81
Services - Tawarri 2	2.20%	11-Jun-19	11-Sep-19	92			115,305.32		115,305.32	\$2,576.74
Insurance	2.20%	11-Jun-19	11-Sep-19	92			64,166.04		64,166.04	\$1,417.58
Undrground power	1.60%	26-Jun-19	26-Sep-19	92	370,245.59				370,245.59	\$12,164.59
Waste Management	2.38%	13-Mar-19	11-Jul-19	29-Apr-00				504,474.58	504,474.58	\$12,705.15
City Development - Swanbourne	2.17%	15-May-19	17-Sep-19	125				132,329.13	132,329.13	\$3,086.55
City Building - General	1.70%	21-Jun-19	19-Sep-19	90	407,144.47				407,144.47	\$12,274.84
City Building - PRCC	1.30%	N/A	N/A	N/A				25,669.70	25,669.70	\$96.79
Business system Reserve	2.25%	27-May-19	26-Aug-19	91	155,750.14				155,750.14	\$3,280.69
Public Art Reserves	2.25%	27-May-19	26-Aug-19	91	211,308.67				211,308.67	\$4,122.26
Waste Management Reserve	2.25%	27-May-19	26-Aug-19	91	462,718.16				462,718.16	\$9,702.50
City Development Reserve	2.25%	27-May-19	26-Aug-19	91	131,623.29				131,623.29	\$2,794.59
Building Replacement Reserve	2.25%	27-May-19	26-Aug-19	91	286,041.23				286,041.23	\$5,651.64
All ability play space	2.25%	23-Jun-19	26-Sep-19	95	97,279.46				97,279.46	\$2,379.46
Major projects	2.24%	27-May-19	30-Sep-19	126		1,297,197.87			1,297,197.87	\$42,197.87
TOTAL RESERVE INVESTMENTS					2,975,794.13	1,297,197.87	179,471.36	1,656,601.95	6,109,065.31	\$156,928.94
MUNICIPAL INVESTMENTS										
Muni Investment NS60	2.50%	31-May-19	30-Jun-19	30		1,036,078.61			1,036,078.61	\$25,416.27
Muni Investment #4 - WBC						0.00			0.00	\$22,862.40
Muni Investment #5 - WBC- CLOSED						0.00			0.00	\$9,058.08
Muni Investment #6 - WBC- CLOSED						0.00			0.00	\$15,950.41
Muni Investment #1 - CBA	2.20%	23-May-19	22-Jul-19	60				1,021,807.10	1,021,807.10	\$21,807.10
Muni Investment #2 - CBA	2.49%	21-May-19	22-Jul-19	62				1,033,190.24	1,033,190.24	\$33,190.24
Muni Investment #7 - NAB					0.00				0.00	\$28,396.63
Muni Investment #8 - ANZ- CLOSED							0.00		0.00	\$8,738.48
Muni Investment #3 - CBA - CLOSED								0.00	0.00	\$12,267.53
Muni Investment #9 - ANZ - CLOSED									0.00	\$6,127.93
Muni Investment #10 - NAB - CLOSED									0.00	\$6,606.85
Muni Investment #11- NAB-CLOSED									0.00	\$19,562.58
Muni Investment #157 - ANZ - CLOSED										\$509.99
TOTAL MUNICIPAL INVESTMENTS					0.00	1,036,078.61	0.00	2,054,997.34	3,091,075.95	\$210,494.50
TOTAL					2,975,794.13	2,333,276.48	179,471.36	3,711,599.30	9,200,141.26	\$367,423.44

13.6 Playlovers Inc.- Request for funding and extension to term of lease of Hackett Hall, Lawler Park, Floreat

Council	23 July 2019
Applicant	Playlovers Inc.
Employee Disclosure under section 5.70 Local Government Act 1995	Nil
Director	Lorraine Driscoll – Director Corporate & Strategy
CEO	Mark Goodlet
Attachments	<ol style="list-style-type: none"> 1. Report to Council ted 25 June 2019, “Playlovers Inc. – Request for funding and extension to term of lease of Hackett Hall, Lawler Park, Floreat” 2. SAT Order dated 9 August 2017 with joint report on electrical works

Regulation 11(da) – Council is seeking to provide administrative support to Playlovers during the transition period.

Moved – Councillor de Lacy
 Seconded – Councillor Wetherall

That the Recommendation to Council be adopted with the following additional clauses:

- 5. Requests the CEO to support Playlovers, if they so wish, with an approach to Shenton College with a view to assisting Playlovers in potentially securing an agreement to use Shenton College Arts Arena for performances while they are unable to use Hackett Hall for such purposes and report back to Council by Nov 2019; and**
- 6. Requests the CEO to work with Playlovers to develop an Exit Strategy from Hackett Hall and report back to Council by July 2020.**

Councillor Hassell left the room at 10.23 pm and returned at 10.26 pm.

**CARRIED 10/2
 (Against: Mayor Hipkins Cr. Mangano)**

Council Resolution

Council:

- 1. agrees to fund works noted in this report and entitled “Works to Hackett Hall” with total expenditure not to exceed \$10,000 (excl. GST), on the condition that:
 - a. this list of works is identified to enable Hackett Hall to be used by Playlovers Inc only for the purpose of their rehearsals;**
 - b. Playlovers are to oversee the completion of the Works; and**
 - c. any additional works not listed but which arise through applying for occupancy of the hall are to be borne by Playlovers as lessee;****
- 2. requests that Administration pay \$4,000 to Playlovers Inc. as offered in 2016 to honour the offer of support on closure of Hackett hall in 2016;**
- 3. approves the non-payment by Playlovers of utility fees and charges, insurance charges and asbestos remediation costs (total approx. \$15,840) for the period since closure of Hackett Hall; and**
- 4. advises Playlovers Inc. that at the end of their lease term on 14th March 2024, Hackett Hall will return to the City for control and management.**
- 5. Requests the CEO to support Playlovers, if they so wish, with an approach to Shenton College with a view to assisting Playlovers in potentially securing an agreement to use Shenton College Arts Arena for performances while they are unable to use Hackett Hall for such purposes and report back to Council by Nov 2019; and**
- 6. Requests the CEO to work with Playlovers to develop an Exit Strategy from Hackett Hall and report back to Council by July 2020.**

Recommendation to Council

Council:

1. agrees to fund works noted in this report and entitled “Works to Hackett Hall” with total expenditure not to exceed \$10,000 (excl. GST), on the condition that:
 - a. this list of works is identified to enable Hackett Hall to be used by Playlovers Inc only for the purpose of their rehearsals;
 - b. Playlovers are to oversee the completion of the Works; and
 - c. any additional works not listed but which arise through applying for occupancy of the hall are to be borne by Playlovers as lessee;
2. requests that Administration pay \$4,000 to Playlovers Inc. as offered in 2016 to honour the offer of support on closure of Hackett hall in 2016;
3. approves the non-payment by Playlovers of utility fees and charges, insurance charges and asbestos remediation costs (total approx. \$15,840) for the period since closure of Hackett Hall; and
4. advises Playlovers Inc. that at the end of their lease term on 14th March 2024, Hackett Hall will return to the City for control and management.

Executive Summary

Following on from Council’s resolution for item 13.8 (Attachment 1) on 25th June 2019 further information has been obtained regarding the future use of Hackett Hall. This item now seeks to determine the future use of the hall and presents costings for Council’s consideration in deciding whether to fund those works.

Discussion/Overview

On 25th June 2019 Council considered a request by Playlovers Inc. for grant funding to remediate and improve Hackett Hall for the purpose of a theatre. Council resolved to “proceed to the next item of business”

Administration have since obtained further information regarding this matter for Council’s consideration.

In a recent meeting between the City’s Chief Executive Officer, Director Corporate & Strategy and Playlovers President and Treasurer, the option of using Hackett Hall for Playlovers’ rehearsals only and not as a theatre for performances, was considered. This change of use would change the requirement for works to the hall and also reduce associated costs. If Playlovers mechanical seating is not required for performances, then the hall’s main floor would not need to be strengthened and therefore the amount of approximately \$33,700 not required.

For Hackett Hall to be used for rehearsals only, there are certain statutory requirements to satisfy. On liaison with the City's Environmental Health and Building Maintenance teams the following has been identified as a minimum schedule of works for the hall to satisfy Health (Public Buildings) Regulations 1992 as well as minimum condition for the building. This minimum condition is also determined by the works noted in SAT Order of 9 August 2019 as in Attachment 2 (SAT Order). Below is the list of works identified along with indicative costings which are estimated to be within 30% of accuracy.

Works to Hackett Hall

- Playlovers Inc. to remove the stage curtains and any other potentially flammable drapes.
- Placement and potential reformatting of evacuation plan on wall inside front entrance to Hackett Hall (in an obvious position) – (\$250).
- Testing and tagging of all fire suppression equipment (potential replacement) within the premises by a licensed fire prevention company/agency and written confirmation that it is being maintained in accordance with – AS 1851:2012 (\$1,500).
- Written confirmation from a licensed electrician that all emergency exit signs, and emergency lighting within Hackett Hall complies fully with AS/NZS 2293 and the Health (Public Buildings) Regulations 1992 and is fully operational. Logbook inspection details must also be provided for these devices that are to be tested and inspected every 6m at Playlovers expense (in accordance with the Regulations). – (\$2,000).
- Written confirmation from a licensed electrician that all electrical leads that are to be used at Hackett Hall have been tagged and tested in accordance with AS/NZS3760. Tag needs to be affixed to each lead to indicate this and tagging and testing completed at not less than 12m intervals. Ongoing compliance will be the responsibility of Playlovers. – (\$1,500).
- Repair incomplete and uneven paving to the LHS rear courtyard lane (in exit pathway) to remove tripping and fall hazard. (\$500).
- Repair or replacement of asbestos eaves noted in the City's Condition Report of 13/2/19 as in poor condition and a high priority for address. (\$700 as per verbal estimate)
- Playlovers' electrician to verify that all works noted in SAT Order are complete.
- Works incidental to this list.

Once these works have been completed with documentation completed by Playlovers and the City's Environmental Health Team are satisfied with compliance a 'Form 4 – Certificate of Approval' can potentially be issued with accommodation numbers set at less than 50 people (rehearsals only), subject to the following restrictions:

1. Access to the kitchen area is always prohibited;
2. Use or operation of the mechanical seating system at Hackett Hall is prohibited;

3. Removal of all unnecessary highly flammable loose materials from the building that are not directly associated with the activity of rehearsals for Playlovers (as identified by the City's Condition Report dated 13/2/19 – attached to Council Item 13.8);
4. Roof beams to not be loaded with a load of more than 50kg on any one beam (as per the SAT Order); and
5. Restriction on gantry bar to not be overloaded as per Peritas Engineers Report (although as only rehearsals to be held in the hall it is expected that the bar is not required).

Playlovers have previously advised all the works required in the SAT Order have been completed and provided an invoice from AD Construction & Maintenance to verify building works to roof beams and platform landing completed to specification. In completing the regulatory process for occupancy of a Public Building all electrical works will be verified and certified by Playlovers' electrician. If it is found that any works remain outstanding it is proposed that Playlovers will be responsible for costs associated with completing those works.

It is expected that the list of works above will enable the hall to be used for Playlovers' rehearsals only and for no other use or by no other user group. This work is expected to be sufficient for this purpose for the duration of the Lease. It is acknowledged that completing these works will not bring the hall into good condition or order however it is considered to be a satisfactory standard given the hall's use will be limited and the future of the hall still to be determined.

Playlovers advise their current membership base has been affected significantly by the closure of Hackett Hall, losing 110 members who had been ongoing members. They currently have 53 paid members and 17 life members. They also advise that their database for membership includes 850 contacts who have either been members or currently are members.

Key Relevant Previous Council Decisions:

Item D34.08 was considered by Council on 12 August 2008. Through this item Council resolved to endorse the negotiation of a lease between the City and Playlovers Inc. for Hackett Hall and gave in-principle support for 3 weeks of community consultation prior to establishing the lease. The report noted that the hall was built with Playlovers intended as a tenant. At the time of the report it was noted the hall was in a "moderate state of disrepair due to its age and frequency of use and the fact there is not an exclusive use club or group which responsibly cleans up, maintains and looks after the building." The lease agreement sought to resolve these issues with a Deed of Lease on the City's standard terms for peppercorn leasing commencing on 15 March 2009.

Item 13.8 (Attachment 1) was considered by Council on 25th June 2019 and related to a request by Playlovers Inc. for a grant to bring Hackett Hall into compliance with statutory requirements as well as improve the building's condition. Council resolved to move to the next item of business.

Consultation

Administration have consulted with Playlovers Inc. on options for the group's use of Hackett Hall, particularly given the significant expense to bring the hall into a condition appropriate for use by the general public in attending performances by the group. The consultation has realised possible alternatives for the group's use over the duration of the group's lease of the hall – being 4 years and 6 ½ months.

Consultation with the group has also realised that the hall is reaching the end of its useful life and so limited expenditure to satisfy safety and compliance requirements is appropriate for the hall.

Budget/Financial Implications

It is noted that under the terms of the Lease Playlovers as lessee are responsible for all maintenance and repair of the Premises. This includes capital repair and replacement. The City as landlord is not obliged to undertake any works or to fund such works.

Hackett Hall is nearing the end of its useful life and so prudent management of both Playlovers and the City's resourcing on this facility is necessary.

The approach noted above is for the hall to be used for Playlovers' rehearsals only for the next 4 and a half years (being the unexpired term of lease). This will ensure the group are adequately supported by the City while ensuring appropriate facility management.

The City's current budget for 2019/20 allocated \$40,000 for Hackett Hall.

Jurisdiction:	<i>Building Act 2011</i>
Application:	Application for review to SAT of the decision of the permit authority in relation to a requirement of the building order
Parties:	Playlovers Inc (Applicant) City of Nedlands (Respondent)
Matter Number:	CC 863/2017
Application Lodged:	19 May 2017
Date of Decision:	9 August 2017 (decision on documents)
Decision of:	Member Delaney Quinlan
Outcome:	Final Order

By consent:

1. The Building Order (Emergency) dated 11 April 2017 issued by the Respondent is set aside.
2. Possession of the building is to be returned to the Applicant.
3. Prior to occupation of the building, the Applicant shall undertake the following works to the reasonable satisfaction of the Respondent:
 - (a) fasten M10 x 120mm long coach screws on the underside of the Main Hall timber roof beams at 900m intervals;
 - (b) install 2-M12 mechanical anchors to the steel platform on the west side of the stage; and
 - (c) testing and works as described in Schedule 1 of the Joint Expert Report of Tim Mihevc and Mark Irwin dated 7 August 2017 to be certified by a signed Electrical Safety Certificate.
4. Upon occupation of the building, the Applicant shall:
 - (a) ensure that loading from equipment on any one roof beam does not exceed 50kg in total;
 - (b) undertake the testing and works described in Schedule 2 of the Joint Expert Report of Tim Mihevc and Mark Irwin dated 7 August 2017 to the reasonable satisfaction of the Respondent within 12 months of the date of these orders.
5. There is no order as to costs.



6. Pursuant to s 46(1) of the State Administrative Tribunal Act 2004 (WA) the applicant has leave to withdraw the proceeding, and the proceeding is hereby withdrawn.



State Administrative Tribunal

Jurisdiction - Building Act 2011

Parties - Playlovers Inc & City Of Nedlands

Matter Number- CC 863/2017

Name Of Joint Experts - Tim Mihevc – Boyan Electrical Services
Mark Irwin - Wesco

Date Of Conferral - 21/7/17 at 1.00PM

Electrical Inspection Agreed Matters-

Both electrical Experts agree to the following;
Tim Mihevc- Boyan Electrical Services
Mark Irwin- Wesco

All issues are in reference to -

AS/NZS 3760:2010 Electrical Testing and Tagging Standard

AS/NZS 3000:2007 Electrical installations

Occupational Health and safety Act 2004

AS/NZS 3012:2007 Electrical installations – Verification guidelines

AS/NZS 3190:2011 Approval and test specification

AS/NZS 2293.1. 2005 Emergency Lighting and Exit Signs

Schedule 1

Notation - Before issuing an Electrical Safety Report or alternatively a Safety Certificate all the matters below need to be rectified. Both Experts agree that the Items below require immediate attention, but none of the Items would instigated a BA21 Building order (Emergency) to be issued; as other professional remedies are more appropriate in this case.

Switchboard -

- Incorrect circuit protection of designed cabling rating (Requires 50A 3 phase circuit breaker not 63A)
- Sub meter for internal bar has exposed terminals and no cover.
- Switchboard has some loose connections and requires a bit of maintenance work.
- Check cabling above rear switchboard. (in duct)

Bar -

- 4 gang GPO to be relocated/ raised to be compliant for wet area situations.

Upstairs Stage Projector Area -

- 6 gang power to be disconnected. (screws zipped through the middle)

Hall -

- Requires RCD for the 10A 3 phase outlet on the wall.
- Reconfigure direction of metal GPO on wall as the earth pin is not down.

Stage -

- 5x stage 3 phase 32Amp GPOs are on 1 circuit. Requires 5 circuits and current supply into the property is inadequate.
- 4 gang GPO needs to be secured on a 4 gang mounting block.

Under Stage -

- Cabling require remedial work to align with current compliance, check and junction cabling.
- 2 GPOs are upside down and require turning around.

Stage Prep -

- Un-plug and remove dangerous light fitting to make up area.

Outside -

- Remove/repair festoon lighting as several lamps are missing and smashed.

Schedule 2

Notation: These issues and notes are of lesser importance, but still need to be addressed. (6 months - 1 Year)

Switchboard -

- The switchboard has asbestos backing,
- Switchboard requires further investigation in upstairs stage area switchboard.

General -

- Emergency lighting tests need to be undertaken. (AS/NZS 2293.1. 2005)
- Recommend test and tag the lighting system for the stage equipment.
- RCD's require testing when supply established.
- Check smoke alarm system.
- Test and Tag audio cabling.
- Complete installation tests have to occur on switchboard. (insulation resistance, earth continuity ...)
- Kitchen area needs a replacement of potentially failing switch mechanism.
- Hall switch is faulty and loose. Requires replacement.

Stage -

- Check ceiling fan wiring as there's several cabling going to each fan?
- Remove stage window fans in wooden board.
- Stage area a 4 x gang power point needs a gang mounting block.

Stage Prep -

- Aspects of cabling require remedial work to align with current compliance to light fitting

Outside -

- Exposed cabling (TPS) in direct sunlight and requires conduit.

Electrical Inspection Disagreed Matters –

Both Electrical Experts have agreed to all of these matters.

Tim Mihevc- Boyan Electrical Services

Mark Irwin- Wesco

Joint Report- 7/8/2017

Tim Mihevc- Boyan Electrical Services

A handwritten signature in black ink, appearing to read 'Tim Mihevc', written in a cursive style.

Mark Irwin- Wesco

A handwritten signature in black ink, appearing to read 'Mark Irwin', written in a cursive style.

13.7 City of Subiaco – Lease Portion of Reserve 45054 – City Depot at John XXIII Avenue, Mt Claremont

Council	23 July 2019
Applicant	City of Nedlands
Employee Disclosure under section 5.70 Local Government Act 1995	Nil
Director	Maria Hulls – Acting Director Technical Services
CEO	Mark Goodlet
Attachments	1. Draft Deed of Lease 2. Landscaping Plan for Reserve 45054 3. Views from Heritage Lane of the Depot at John XXIII Avenue, Mt Claremont

Regulation 11(da) – Not Applicable – Recommendation Adopted

Moved – Councillor McManus
Seconded – Councillor Hassell

That the Recommendation to Council be adopted.
(Printed below for ease of reference)

Councillor James retired from the meeting at 10.31 pm.

CARRIED 8/3
(Against: Crs. Mangano de Lacy & Smyth)

Council Resolution / Recommendation to Council

Council:

- 1. endorses the terms of lease with City of Subiaco for a portion of Reserve 45054 as contained in Attachment 1;**
- 2. subject to receiving consent from the Minister for Lands, requires the CEO and Mayor execute the Deed of Lease and apply the City’s Common Seal; and**
- 3. endorses the landscaping plan for the whole of Reserve 45054 as contained in Attachment 2.**

Executive Summary

On June 26, 2018 Council resolved to approve the redevelopment of the City's depot site at 19 John XXIII Avenue, Mt Claremont. Administration subsequently negotiated a lease arrangement with the City of Subiaco and the terms of the agreement are now presented to Council for consideration.

A copy of the proposed landscaping plan for the City's depot site is also presented to Council for its consideration.

Discussion/Overview

Reserve 45054 is a class "C" Crown Reserve with a management order vested in the City of Nedlands for the purpose of "Depot Site". This site is known as the City of Nedlands John XXIII Depot (the Depot).

Following Council's resolution to approve the upgrade to the Depot, Administration commenced negotiations with both the Town of Claremont and City of Subiaco for terms of lease of 1200m² sections of the Depot. Administration and the City of Subiaco has now agreed the terms of the draft Deed of Lease which are contained in Attachment 1 (the Lease). Of note are the following terms of the Lease:

- The purpose of the Lease is for "The establishment and operation of a local government depot for the storage of plant, equipment and other materials typically stored in such a depot".
- The area to be leased by City of Subiaco (lessee) is a 1200m² area of land at the southernmost boundary of the Depot (the Premises). This area is recorded in Annexure 2 of the Lease.
- The rate of rental is set at \$25,000 per annum + GST, being the market rate of rental for the Premises as advised by Hemsley Paterson Licensed Valuers in April 2018 ("the Licensed Valuation" - reported to Council in item TS12.18 on 26 June 2018).
- Reviews of the rate of rental are to be completed each year on the anniversary of the date of commencement of the Lease. The method of review is CPI annually and replaced by a market review every 5 years throughout the term.
- The Lease has an initial term of 10 years with two further terms of 5 years each.
- The Commencement Date will be the date the Deed of Lease is signed by the parties as the Premises are now ready for possession by the lessee.

- At clause 5.4(a)(iii) the lessee is required to pay legal costs for the preparation and registration of the Lease up to a maximum of \$2,500. While the City's standard requirement for leasing is to require the lessee to pay all costs associated with agreeing a lease, in this commercial arrangement with a market rental payable it was agreed that cost sharing between lessor and lessee is appropriate. As well, some of the legal fees incurred was due to Administration's early requirements which were subsequently amended.
- At clause 8 of the Lease is a standard indemnification by the lessee to the City and Minister for Lands.
- The lessee is required to maintain public liability insurance in the amount of at least \$20,000,000. Through negotiations with the lessee it was noted that their Council's insurance policy would be an umbrella policy so they would be unable to list the City as a joint party to the policy. It was initially considered that a waiver of subrogation should be required from the lessee to protect the City's interests in such a claim against the lessee. Subrogation is a right of agency and is when an insurer has the right to act on the insured's behalf and seek to recover from a third party for money paid out in a claim against the insured. This would mean that the lessee's insurer could make a claim against the City as landlord for any claim on public liability they pay out on. A causal link between the claim and party would still need to be established. On negotiation with the lessee it was realised that such a requirement with unilateral benefit was not a reasonable requirement in a commercial leasing arrangement. Instead it was agreed that both Council's individual insurance policies should stand the test of liability and each respective party should be liable for its own actions and negligence, so the requirement for a waiver of subrogation was removed. The Indemnity provision in clause 8 remains to protect the City as lessor from claims against it on the basis of the lessee's operations and occupation.
- The Depot is classified as "Contaminated – remediation required" due to its historic use as the Brockway Tip. There are certain requirements on the City when agreeing a lease of a Contaminated Site. The City must provide certain documentation to the lessee and Department of Water and Environmental Regulation. This process is in hand. As well clause 11 – Environmental Contamination provides for relevant considerations.
- Item 7.1 of the Schedule allows for the lessee to fence the Premises, create a hard stand and install a shed. Most of this work has been completed by the City in the negotiated Schedule of Works in Annexure 3 of the Lease. The lessee has also applied for and received development approval from the WA Planning Commission to install a vehicle storage shed, demountable office and storage containers onsite. Any further alterations to the site will need to first be approved by the City as lessor – required by clause 12 of the Lease.

- Item 7.2 of the Schedule requires the lessee to contribute to works to prepare the Premises as well as upgrade the accessway to the Premises. This was negotiated with the lessee and aligns with the basis of the Licensed Valuation – that the land was valued “as is” at the time of the valuation, being an undeveloped state. In negotiating the Schedule of Works to prepare the Premises it was noted that the lessee required an alteration to the amount of fill removed from the Premises and provision for the lessee to pay an additional cost of \$15,000 to complete this work has been included at Item 7.2(4) of the Schedule.
- Item 7.3 of the Schedule to the Lease provides for the lessee’s access to the Premises via Lot 503 which is another class “C” Crown Reserve with management vested in the City of Nedlands for the purpose of “Access”. Item 7.3 of the Schedule outlines certain responsibilities of the lessee in using this Lot 503 for access - including any damage caused and claims through workers compensation cover.

In negotiations with the lessee it was realised that a 5 metre landscaping setback within the Premises would not be workable for the lessee’s vehicle turning requirements and so it is recommended that the landscaping setback required by Council in Item TS12.18 only be applied to the portion of the Depot used by the City of Nedlands. A plan with the recommended landscaping is contained in Attachment 2. Also included in Attachment 2 are perspectives of the Depot to demonstrate the proposed landscaping. There is also a view of the Depot from Heritage Lane to show the neighboring residents’ outlook. It is expected that landscaping as recommended in Attachment 2 will adequately screen the Depot from residential perspectives.

Key Relevant Previous Council Decisions:

Item TS12.18 was considered by Council on 26th June 2018. Council resolved to endorse an upgrade of the Depot; authorised Administration to negotiate leases with Town of Claremont and City of Subiaco for two 1200m² portions of the Depot for an initial term of 10 year with two further terms of 5 years each; and for a 5 metre landscaping setback to be established around the site.

Consultation

Administration have consulted with the City of Subiaco to agree the terms of the Lease.

Administration have applied to the Department of Planning Lands & Heritage for Ministerial consent to the terms of lease as in Attachment 1. This is a requirement of section 18 of the Land Administration Act 1997, which requires that any lease of Crown reserve land must first received the Minister for Lands’ consent prior to executing any lease agreement of that land.

Budget/Financial Implications

As already reported to Council in TS12.18 on June 26, 2018 the City will receive \$25,000 + GST per annum in rental paid by City of Subiaco as lessee. Through the terms of the Lease the City will share the costs of preparing, stamping and registering the Lease with Landgate. It is expected this cost to the City will be approximately \$2,500.

FORM LC1

WESTERN AUSTRALIA
 LAND ADMINISTRATION ACT 1997
 TRANSFER OF LAND ACT 1893 as amended

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)

DESCRIPTION OF LAND (NOTE 1)	EXTENT	VOLUME	FOLIO
That part of Reserve 45054, being Lot 502 on Deposited Plan 73830 as shown on the sketch annexed to the Lease as Annexure 2.	Part	LR3168	291

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS (NOTE 2)

Reserve 45054 for the purpose of 'Depot Site'; L270441 Management Order; M904672 Memorial

LESSOR (NOTE 3)

CITY OF NEDLANDS of 71 Stirling Highway NEDLANDS WA 6009

LESSEE (NOTE 4)

CITY OF SUBIACO of PO Box 270 SUBIACO WA 6008

TERM OF LEASE (NOTE 5)

10 years commencing on the date specified in Item 4 of the Schedule to the Lease, together with the option for 2 further terms of 5 years each.

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)
 For the above term for the clear yearly rental of (Note 7): Twenty five thousand dollars plus GST payable (Note 8): per annum

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.

Lease of a portion of Mount Claremont Depot for Storage Purposes: Reserve 45054

City of Nedlands

City of Subiaco



McLEODS

Barristers & Solicitors

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Ref: LMC:NEDL-43030

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Details

Parties

City of Nedlands

of 71 Stirling Highway, Nedlands, Western Australia, 6009
(Lessor)

City of Subiaco

of PO Box 270, Subiaco, Western Australia, 6008
(Lessee)

Background

- A The Lessor is the management body of the Land under the Order.
- B Under the Order, the Lessor has the power to lease the Land for any term not exceeding 21 years, subject to the approval of the Minister for Lands being first obtained.
- C The Lessor has agreed to grant a lease of the Premises on the terms and conditions of this Lease.

Agreed terms

1. Defined Terms & Interpretation

1.1 Defined Terms

In this Lease, unless otherwise required by the context or subject matter:

Alterations means any of the acts referred to in **clauses 12.1(b), 12.1(c), 12.1(d) and 12.1(e)**;

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*.

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

DWER means the Department of Water and Environmental Regulation;

Environmental Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

EPA means the Environmental Protection Authority of Western Australia;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Title for the Land;

Further Term means the further terms specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee’s Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Leased Premises by the authority of a person specified in paragraph (a).

Lessee’s Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by the Lessee;

Lessor’s Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be performed and observed by the Lessor;

Lot 503 means the land described as Lot 503 on Deposited Plan 73830 being the whole of the land comprised in Crown Land Title LR3168 Folio 292;

Minister for Lands means the Minister for Lands in her or his capacity as the body corporate continued under section 7 of the *Land Administration Act 1997*;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Order means the vesting order published in the *Government Gazette* under the former *Land Act 1933* (and which now has the status of a Management Order made by the Minister under section 46 of the *Land Administration Act 1997*), or the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor;

Party means the Lessor or the Lessee according to the context;

Premises means the premises described in **Item 1** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule as varied from time to time under this Lease;

Rent Period means each period from the Commencement Date or a Rent Review Date to the next Rent Review Date or Termination;

Rent Review Date means a date identified in **Item 9** of the Schedule;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

1.2 Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and

- (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by the Lessee's Agents; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

1.3 Headings

Except in the Schedule, headings do not affect the interpretation of this Lease.

2. Conditions

This Lease is subject to and conditional on the approval of the Minister for Lands under the *Land Administration Act 1997*. A copy of the consent of the Minister for Lands is annexed to this Lease at **Annexure 1**.

3. Grant of Lease

The Lessor, subject to **clause 2** of this Lease, leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet Enjoyment

Except as provided in the Lease, for so long as the Lessor is the management body of the Premises under the Order, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent & Other Payments

5.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government services charges, including but not limited to rubbish collection charges and the emergency services levy;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring or telephone connection;
 - (d) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, the Lessee covenants with the Lessor to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

The Lessee covenants with the Lessor:

- (a) to pay to the Lessor on demand :
 - (i) all duty, fines and penalties payable under the *Duties Act* 2008 and other statutory duties or taxes payable on or in connection with this Lease;
 - (ii) all registration fees in connection with this Lease; and
 - (iii) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies, up to a maximum of \$2,500 inclusive of GST; and
- (b) to pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to; and
 - (i) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;

- (ii) any breach of covenant by the Lessee or an Authorised Person;
- (iii) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
- (iv) any work done at the Lessee's request; and
- (v) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

5.5 Payment of Money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

5.6 Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review will be either based on CPI Review or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 9** of the Schedule.

6.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index.

6.4 Market Review

A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the Parties and failing agreement, will be determined in accordance with the following provisions:

- (a) The Lessor shall notify the Lessee of the amount that it reasonably considers is the current market rent for the Premises.
- (b) If the Lessee does not dispute the amount notified, that amount becomes the Rent.

- (c) If the Lessee disputes the current market rent as notified by the Lessor, it must notify the Lessor of that dispute (**Dispute Notice**) within 21 days after receiving the Lessee's notification. The Lessee must comply with this time limit to dispute the notified amount.
- (d) If the Lessee gives a Dispute Notice, then the current market rent for the Premises will be determined at the equal expense of the Lessee and the Lessor by a suitably qualified and experienced valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (e) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.
- (f) In this clause, "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for rental for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (i) any improvements made or effected to the Premises by the Lessee; and
 - (ii) any rent free periods, discounts or other rental concessions.

6.5 Rent will not Decrease

Notwithstanding the provisions of this clause, the Rent payable from any Rent Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor's Right to Review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Insurance

7.1 Insurance to be Effected

The Lessee must effect and maintain with reputable insurers, for the time being adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require. The Lessor acknowledges that the Lessee may effect the insurance in this clause pursuant to a global insurance policy which is not specific as to the location of risk.

7.2 Details and Receipts

In respect of the insurances required by **clause 7.1** the Lessee must:

- (a) on demand supply to the Lessor details of the insurances and give to the Lessor copies of the certificates of currency in relation to those insurances;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and

- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

7.3 Not to Invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 7.1** on the Premises, or any adjoining premises, void or voidable;
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.4 Report

Each Party must report to the other promptly in writing, and in addition verbally in an emergency:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

8. Indemnity

8.1 Lessee Responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

8.2 Indemnity

The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor and/or the Minister for Lands, or brought, maintained or made against the Lessor and/or the Minister for Lands, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (ii) any work carried out by or on behalf of the Lessee on the Premises;

- (iii) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (iv) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (v) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (vi) an act or omission of the Lessee.

8.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 8.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8.4 No Indemnity for Lessor's Negligence

The Parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

8.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

(2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9. Limit of Lessor's Liability

9.1 No Liability for Loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring, except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.2 Limit on Liability for Breach of Lessor's Covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is the management body of the Premises under the Order.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

10. Maintenance, Repair & Cleaning

10.1 Generally

The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises clean and in Good Repair.

10.2 No Obligation to Lessor to Repair or Maintain

The Lessee is wholly and solely responsible for the maintenance and repair of all buildings and improvements comprising the Premises, regardless of the cause of the need to repair or maintain, and regardless of the type of repair or maintenance required. The Lessor has no obligation whatsoever to repair or maintain any buildings or improvements comprising the Premises.

10.3 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

10.4 Pest Control

The Lessee must keep the Premises free of any vermin and the cost of extermination will be borne by the Lessee.

10.5 Acknowledgement of State of Repair of Premises

The Lessee accepts the Premises and the Land in its present condition relying upon its own enquiries and investigations.

11. Environmental Contamination

The Lessee acknowledges and agrees:

- (a) from the Commencement Date it is responsible for all and any Environmental Contamination caused as a result of the Lessee's use and occupation of the Premises;
- (b) if at any time during the Term the Lessee knows or suspects of any Environmental Contamination on, in or under the Land or the Premises, then the Lessee must immediately inform the DWER, the EPA and the Lessor of the Environmental Contamination;

- (c) it must take all reasonable steps to prevent Environmental Contamination:
 - (i) occurring on, in or under the Premises; and
 - (ii) entering neighbouring premises from the Premises; and
 - (d) if any Environmental Contamination occurs which is attributable to the Lessee's use of the Premises, it must immediately and to the Lessor's satisfaction remediate such Environmental Contamination. If the Lessee fails to remediate the Environmental Contamination in accordance with this clause, then the Lessor is permitted to, at the Lessee's cost remediate the Premises or adjoining land. Any reasonable expense that the Lessor incurs in remediating the Environmental Contamination will be owed by the Lessee to the Lessor as a debt payable on demand.
- (2) The Parties acknowledge this site is currently classified as "Contaminated – remediation required" and the land use of the site is restricted to "recreational open space". The Lessor will undertake works to resurface the Premises with hardstand to enable the Premises to be used as a local depot site in accordance with the Permitted Purpose.

12. Alterations

12.1 Restriction

The Lessee must not without prior written consent:

- (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
- (b) install any new signage;
- (c) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises;
- (d) remove alter or add to any fixtures, fittings or facilities in or on the Premises; or
- (e) subject to the performance of the Lessee's obligations in **clause 10**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

12.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 12.1** the Lessor may:
- (a) consent subject to conditions; and
 - (b) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (c) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and

- (2) If the Lessor consents to any matter referred to in **clause 12.1**:
- (a) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (b) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

12.3 Cost of Works

All works undertaken under this **clause 12** will be carried out at the Lessee's expense.

12.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

13. Use

13.1 Restrictions on Use

The Lessee must not and must not suffer or permit a person to:

- (a)
 - (i) use the Premises or any part of it for any purpose other than for the purposes for which the Premises are held by the Lessor, as set out at **Item 6** of the Schedule; or
 - (ii) use the Premises for any purpose which is not permitted under any town planning scheme or any law relating to health;
- (b) do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;
- (c) do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
- (d) store any dangerous compound or substance on or in the Premises without the Lessor's prior approval; or
- (e) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

13.2 No Warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

13.3 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

13.4 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 13**.

14. Lessor's Right of Entry

14.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any person authorised by the Lessor onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 14.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to in **clause 14.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

15. Statutory Obligations & Notices

15.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;

- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 13**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or the business the Lessee carries on at the Premises.

15.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

16. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

17. Default

17.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 7 days after becoming due whether or not a demand or Notice has been given to the Lessee;
- (b) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the Lessee is wound up whether voluntarily or otherwise;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the permitted purpose for six month period; or
- (g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 19**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

17.3 Lessor may Remedy Breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

17.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

17.5 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **10** (Maintenance, Repair and Cleaning), **13** (Use), **21** (No Assignment, Subletting and Charging) and **32** (Goods and Services Tax), is an essential term of this Lease but this clause **17.5** does not mean or imply that there are no other essential terms in this Lease.

17.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and

- (c) the Lessee covenants with the Lessor that if the Term is determined -
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 17.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to in **clause 17.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

18. Option to Renew

If the Lessee at least one month, but not earlier than 6 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions of this Lease other than this **clause 18** in respect of any Further Term previously.

19. Holding Over

- (1) If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.
- (2) To avoid doubt, the Lessee is obliged during any holding over period to pay any other outgoings payable by the Lessee under this Lease as if the holding over period was include in the Term.

20. Obligations Upon Termination

20.1 Remove all Improvements, Structures and Property

In the event this Lease is terminated or otherwise determined the Lessee must at its cost and to the Lessor's satisfaction:

- (a) remove any improvements, fixtures and fittings constructed or located on the Premises;
- (b) following the removal of any improvements, fixtures and fittings in accordance with paragraph (a) restore the Premises the same or substantially the same condition as it was immediately prior to the erection or construction of such any improvements, fixtures and fittings; and
- (c) remove any contaminated soil from the Premises where such contamination is caused by the Lessee or the Lessee's Agents.

20.2 Failure to Remove or Restore

If the Lessee fails to comply with **clause 20.1** within 60 days following termination or determination of the Lease, the Lessor may at its option:

- (a) remove any improvements, fixtures and fittings and recover the cost of doing so from the Lessee as a liquidated debt payable on demand;
- (b) rehabilitate and restore the Premises and recover the cost of doing so from the Lessee as a liquidated debt payable on demand; and
- (c) remove any contaminated soil, where such contamination is caused by the Lessee or the Lessee's Agents, and recover the cost of doing so from the Lessee as a liquidated debt payable on demand.

If the Lessor opts not to take action as in paragraphs (a) to (c) of this clause **20.2** and allows those improvements, structures and property to remain, the parties acknowledge the items remaining will become the property of the Lessor and the Lessee will not be entitled to seek compensation from the Lessor for the change of ownership of those improvements, structures and property.

20.3 Obligations to Survive Termination

The Lessee's obligation under this clause will survive termination.

21. No Assignment, Sub-letting or Charging

21.1 No Assignment or Sub-letting

The rights in this Lease are personal to the Lessee, and Lessee may not transfer, sublet, assign or otherwise part with possession or any way dispose of any of its rights or obligations under this Lease without the written consent of the Lessor and the Minister for Lands, which consent may be withheld for any reason whatsoever in the Lessor's or the Minister for Lands' absolute discretion.

21.2 Property Law Act 1969

Sections 80 and 82 of the Property Law Act 1969 are excluded.

21.3 No Mortgage or Charge

The Lessee must not mortgage nor charge the Premises.

22. Acts by Agents

22.1 Agents for Lessor

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the Chief Executive Officer of the Lessor, an officer or the agent, solicitor, contractor or employee of the Lessor.

22.2 Agents for Lessee

All acts and things which the Lessee is required to do under this Lease may be done by the Lessor, the Chief Executive Officer of the Lessee, an officer or the agent, solicitor, contractor or employee of the Lessee.

23. Governing Law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

24. Statutory Powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

25. Notice

25.1 Form of Delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

25.2 Service of Notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 25.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 25.1(b)**, on the second business day following the date of posting of the Notice.

25.3 Signing of Notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;

- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

26. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

27. Disputes

27.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's representative as nominated in writing by the lessor from time to time (**Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the Parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

27.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 27.1** of this Lease, then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the Parties between the CEO and the Lessee for the purpose of resolving the dispute.

27.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 27.2** of this Lease, then unless otherwise provided the dispute is to be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

27.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid.

28. Variation

This Lease may be varied only by deed executed by the Parties subject to such consents as are required by this Lease or at law.

29. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

30. Further Assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

31. Waiver

31.1 No General Waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

31.2 Partial Exercise of Right, Power or Privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

32. Goods & Services Tax

32.1 Definitions

The following definitions apply for the purpose of this clause -

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

32.2 Lessee to Pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to in **clause 32.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

32.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 32.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

32.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

32.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

32.6 Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

32.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

33. Caveats

33.1 No Absolute Caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

33.2 Subject to Claim Caveat

Nothing in this clause prevents the Lessee from lodging a caveat expressed to be subject to claim to protect the Lessee's interest under this Lease. Any caveat lodged by the Lessee in accordance with this subclause must be withdrawn by the Lessee upon the expiration or earlier determination of this Lease.

34. Additional Terms, Covenants & Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 7** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

Schedule

Item 1 Land & Premises

Land

Reserve 45054, Lot 502 on Deposited Plan 73830 being the whole of the land comprised in Crown Land Title Volume LR3168 Folio 291.

Premises

That part of the Land shown identified and delineated as 'Lease 2' on the plan annexed hereto as **Annexure 2**.

Item 2 Term

10 years commencing.

Item 3 Further Terms

First Further Term

5 years commencing.

Second Further Term

5 years commencing.

Item 4 Commencement Date

The date on which the Premises becomes available for possession by the Lessee.

Item 5 Rent

\$25,000 (Twenty five thousand dollars) per annum plus GST, payable quarterly in advance with the first payment due on the Commencement Date.

Item 6 Permitted Purpose

The establishment and operation of a local government depot for the storage plant, equipment and other materials typically stored in such a depot.

Item 7 Additional Terms, Covenants & Conditions

7.1 Approved Structures

Subject to **clause 12** of the Lease, the Lessee may:

- (a) erect perimeter fencing and retaining walls;
- (b) create a hard stand; and

- (c) install a shed,

on the Premises. This shed is to be utilised for the general storage of small plant and equipment and other day to day items.

7.2 Contribution to Works

- (1) The Parties have agreed that the Lessee will pay to the Lessor a cash contribution in the amount of \$110,000 plus GST (**Lessee's Contribution**), to be used towards the works undertaken by the City in respect of the installation of services, access upgrade and site works, as more particularly set out in the schedule annexed to this Lease at **Annexure 3 (Schedule of Site Works)**.
- (2) The Lessor agrees that any works undertaken by the Lessor shall be completed in a workman like manner.
- (3) The Lessee has requested that the Lessor leave the finished levels of the Premises at 300mm below the top of the retaining wall to be constructed by the Lessor in accordance with the Schedule of Site Works to enable the Lessee to install road base and asphalt toppings at the Lessee's cost.
- (4) The Lessee's request to vary the Schedule of Works as described in paragraph (3) above requires fill to be removed from the Premises at an additional cost of \$15,000 plus GST (**Additional Cost**).
- (5) The Lessee agrees with the Lessor that the:
 - (a) Additional Cost will not be included within the Lessee's Contribution; and
 - (b) Lessee will be responsible to pay to the Lessor the Additional Cost in addition to the Lessee's Contribution.
- (6) The Lessee must pay to the Lessor the Lessee's Contribution and the Additional Cost within 28 days of receipt of a tax invoice from the Lessor.

7.3 Access to Premises

- (1) Lot 503 is used to access the Land.
- (2) The Lessee shall be entitled to use Lot 503 for the sole purpose of accessing the Premises for the Permitted Purpose.
- (3) The Lessee is responsible for any damage to Lot 503 where such damage is caused or contributed to by an act or omission of the Lessee or the Lessee's Agents or related to the Lessee's use and occupation of the Premises.
- (4) The Lessee must ensure that its policy of workers' compensation insurance includes a clause waiving the insurer's rights of subrogation against all insured parties. The Lessee must on demand provide sufficient evidence to the Lessor (acting reasonably) to confirm that its insurers have waived its rights of subrogation prior to accessing Lot 503.
- (5) The Lessee agrees with the Lessor that for so long as the Lessee uses Lot 503 **clauses 7 and 8** of this Lease will also apply to the use of Lot 503 by the Lessee.

Item 8 Public Liability Insurance

Twenty million dollars (\$20,000,000.00).

Item 9 Rent Review Dates

(a) **CPI Review**

CPI reviews are to be undertaken upon each anniversary of the Commencement Date for each year of the Term (including any Further Terms and any period of holding over, if applicable), other than the date for market review stipulated in sub-clause (b).

(b) **Market review**

Market reviews are to be undertaken every five years during the Term (including any Further Terms and any period of holding over if applicable) on the anniversary of the Commencement Date.

Signing page

EXECUTED

2019

THE COMMON SEAL of the CITY)
OF NEDLANDS was hereunto affixed)
by authority of a resolution of the)
Council in the presence of:)

Signature of Mayor

Full name of Mayor

Signature of Chief Executive Officer

Full name of Chief Executive Officer

The Common Seal of the City of)
Subiaco was hereunto affixed by)
authority of a resolution of the Council)
in the presence of –)

Signature of Mayor

Full name of Mayor

Signature of Chief Executive Officer

Full name of Chief Executive Officer

Annexure 1 – Consent of Minister for Lands

Annexure 3 – Schedule of Works

John XXIII Depot. Progressive Project Costs. 29/5/19

Item	Quantity	Rate	Cost	Nedlands	Claremont	Subiaco
1.0 Cadastral survey	1		\$ 3,420	\$ 1,710	\$ 855	\$ 855
2.0 Site preparation						
2.1 Bulk earthworks			\$ 59,447	\$ 29,724	\$ 14,862	\$ 14,862
2.2 Final trim				\$ -		
2.3 Waste disposal				\$ -		
2.4 Bulk fill disposal			\$ 33,700	\$ 16,850	\$ 8,425	\$ 8,425
3.0 Power pillar, cabinets, conduit, sub meters	1	20000	\$ 20,000	\$ 10,000	\$ 5,000	\$ 5,000
4.0 Water meter, connection and supply	1		\$ 27,562	\$ 13,781	\$ 6,891	\$ 6,891
5.0 Septic tank and connection	1	8000	\$ 8,000	\$ 8,000		
6.0 Access Road (300mx6m) - Profile, correct & seal			\$ 40,016	\$ 20,008	\$ 10,004	\$ 10,004

Site Services

Item	Quantity	Rate	Cost	Nedlands	Claremont	Subiaco
7.0 Retaining walls						
7.1 1500mm high and 2500mm high	174.7		\$ 130,597	\$ 43,532	\$ 43,532	\$ 43,532
8.0 Garrison Fencing						
8.1 Nedlands boundary (1 side plus incomplete)	60+		\$ 74,682	\$ 74,682		
8.2 Claremont boundary (3 sides)	94		\$ 29,046		\$ 29,046	
8.3 Subiaco (3 sides)	94		\$ 29,046			\$ 29,046
9.0 6m Wide Sliding Garrison Fencing Gate						
9.1 Nedlands (not installed)	1		\$ 9,250	\$ 9,250		
9.2 Claremont	1		\$ 9,250		\$ 9,250	
9.3 Subiaco	1		\$ 9,250			\$ 9,250
Total			\$ 483,267	\$ 227,537	\$ 127,865	\$ 127,865

Site Services plus Retaining and Fencing

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

1. DESCRIPTION OF LAND

Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.

Extent – Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch.

The Volume and Folio number to be stated.

2. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS

In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the certificate(s) of title:

(a) in the Second Schedule;

(b) If no Second Schedule, there are encumbrances.

(Unless to be removed by action or document before registration hereof)

Do not show any:

(a) Easement Benefits or Restrictive/Covenant Benefits; or

(b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg. if a mortgage is shown, do not show any partial discharges or any document affecting either).

The documents shown are to be identified by nature and number.

The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan".

If none show "nil".

3. LESSOR

State the full name of the Lessor/Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent.

4. LESSEE

State full name of the Lessee/Lessees and the address/addressee to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.

5. TERM OF LEASE

Must exceed 3 years.

Term to be stated in years, months and days or as the case may be.

Commencement date to be stated. Options to renew to be shown.

6. RECITE ANY EASEMENTS TO BE CREATED

Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".

7. State amount in words.

8. State term of payment.

9. Insert any Covenants required.

10. LESSOR/LESSEE EXECUTION

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

OFFICE USE ONLY

LEASE

LODGED BY McLeods Barristers & Solicitors

ADDRESS 220 Stirling Highway,
Claremont WA 6010

PHONE No. (08) 9383 3133

FAX No. (08) 9383 4935

REFERENCE No. NEDL-43030

ISSUING BOX No. 346K

PREPARED BY McLeods Barristers & Solicitors

ADDRESS 220 Stirling Highway
Claremont WA 6010

PHONE No. (08) 9383 3133

FAX No. (08) 9383 4935

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATION ETC LODGED HERewith

1. _____ Received Items
2. _____ Nos
3. _____
4. _____
5. _____ Receiving Clerk
6. _____

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED

|





Refer to supporting document for further landscaping details:

SHRUBS
 Banksia sesilllis
 Grevillea westita
 Dodonaea hackettiana
 Templetonia retusa

GROUNDCOVERS
 Pimelia rosa
 Eremophila glabra
 Conostylis candidans

PLANTING NOTES
 Tubestock size at 2m²
 Plant in May/June
 Terracottem watered in AS 4453 mulch

Re-use existing 8m x 2.4m portable toilet block connected to a small 2000L septic tank to cater for one permanent and up to ten occasional users

Re-use 1200mm high concrete L-wall to create a sealed environment for temporary retention of stormwater

3x 1800dia. 2400mm deep concrete storage tanks to hold daily uncontrolled stormwater until being pumped out and properly disposed of in bulk

2m high Garrison/Palisades security to be installed at top of batter and 5m in from boundary line

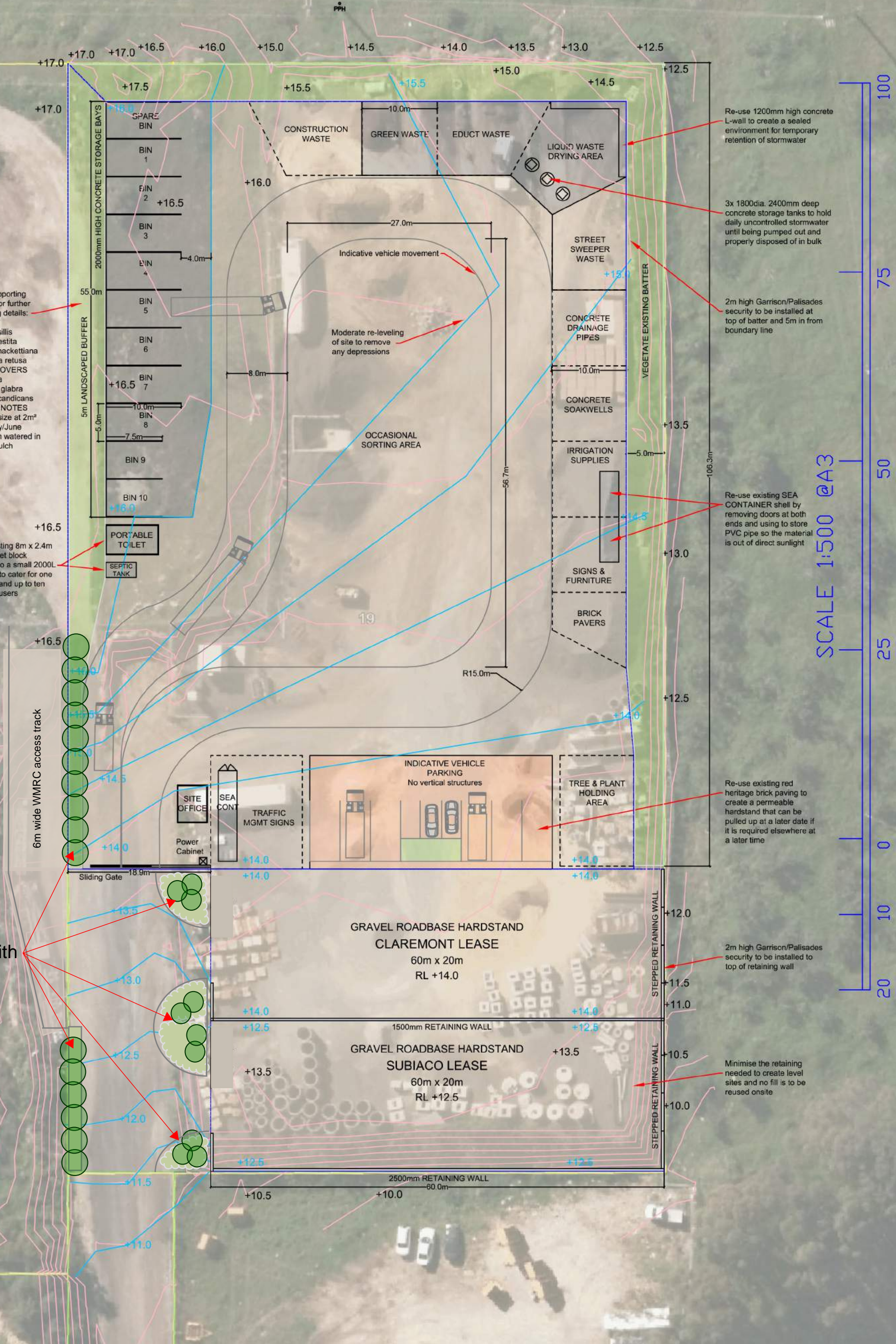
Re-use existing SEA CONTAINER shell by removing doors at both ends and using to store PVC pipe so the material is out of direct sunlight

Re-use existing red heritage brick paving to create a permeable hardstand that can be pulled up at a later date if it is required elsewhere at a later time

2m high Garrison/Palisades security to be installed to top of retaining wall

Minimise the retaining needed to create level sites and no fill is to be reused onsite

Landscaping
 Drought tolerant groundcovers with tall growing screening trees

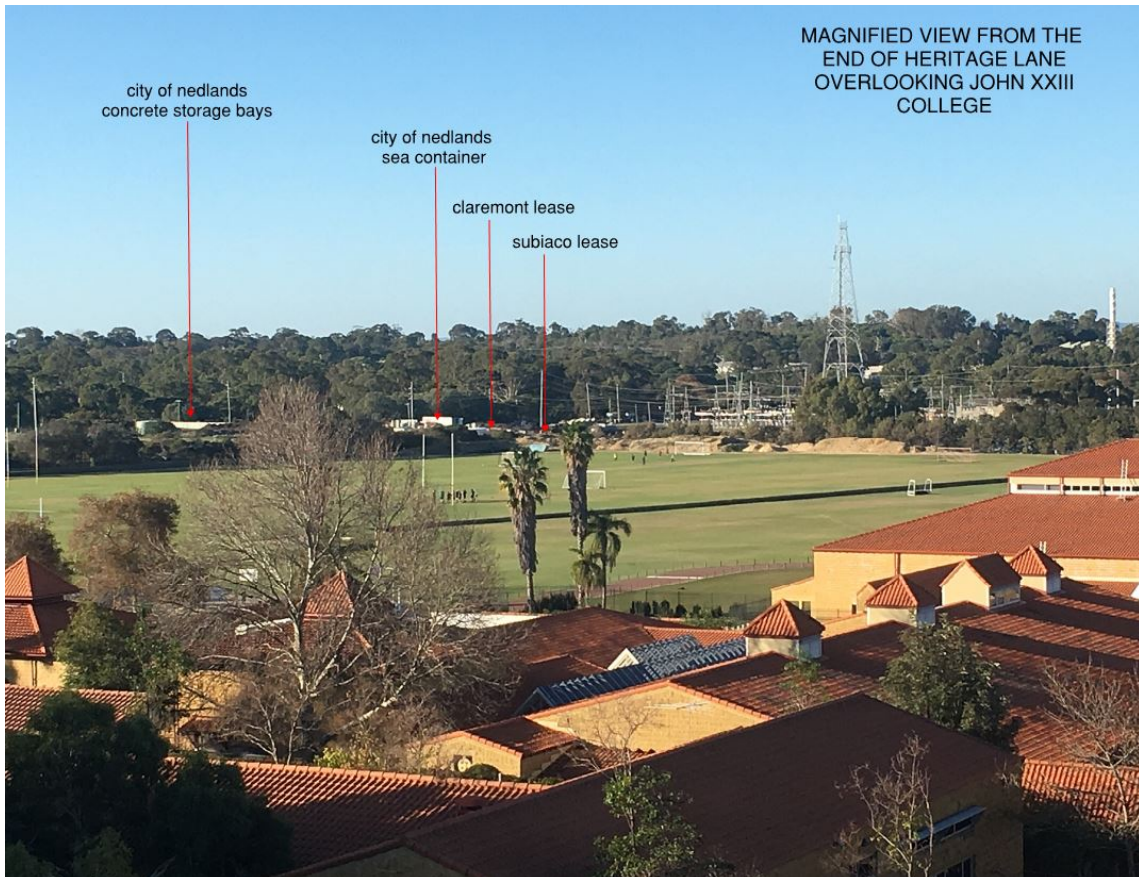


SCALE 1:500 @A3

Current view of Depot from Heritage Lane



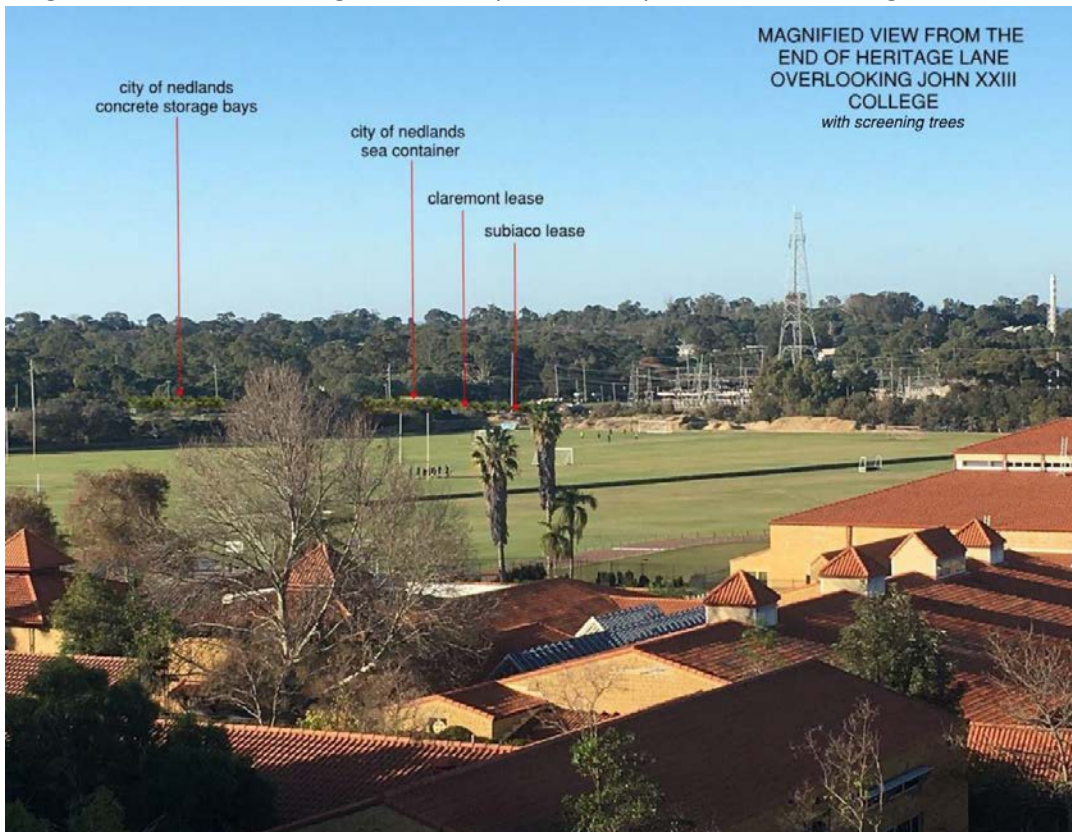
Magnified current view of Depot from Heritage Lane



View from Heritage Lane of Depot with Proposed Tree Screening



Magnified view from Heritage Lane of Depot with Proposed Tree Screening



Aerial view of Depot at present looking north



Aerial view of lease premises with landscaping



View of existing access road entry



Entry looking north with landscaping



13.8 RFT 2018-19.14 Bulk Rubbish Collection and Disposal

Council	23/07/2019
Applicant	City of Nedlands
Employee Disclosure under section 5.70 Local Government Act 1995	Nil
Director	Maria Hulls – Acting Director Technical Services
CEO	Mark Goodlet
Attachments	1. RFT 2018-19.14 Confidential Attachment 1 2. RFT 2018-19.14 Confidential Attachment 2

Regulation 11(da) – Not Applicable – Recommendation Adopted

Moved – Councillor Shaw
 Seconded – Councillor Hodsdon

That the Recommendation to Council be adopted.
 (Printed below for ease of reference)

CARRIED UNANIMOUSLY 11/-

Council Resolution / Recommendation to Council

Council:

1. agrees to award tender RFT 2018-19.14 to West Tip Waste Control Pty Ltd for the Collection and Disposal of Bulk Rubbish sections 1 and 2 as per the schedule of rates submitted; and
2. authorises the Chief Executive Officer to sign an acceptance of offer for this tender.

Executive Summary

To award the tender for RFT 2018-19.14 Bulk Rubbish Collection and Disposal services within the City of Nedlands.

Discussion/Overview

Tender Information

The City of Nedlands includes a provision for bulk rubbish collection and disposal services in the waste budget. Expenditure on this contract is likely to exceed \$150,000. Therefore, to comply with legislative requirements outlined in the Local Government Act 1995 and ensure the best value for money for the City, this service must be tendered.

Tender RFT 2018-19.14 was advertised on 26 April 2019 in the West Australian Newspaper and on www.tenderlink.com/nedlands. The tender period ended on 28 May 2019 and submitted tenders were opened by officers of the City at 2:30pm. Six (6) submissions were received by the City. Compliant tenders were received from the following companies:

1. Community Greenwaste Recycling Pty Ltd
2. Eastern Metropolitan Regional Council (EMRC)
3. Suez Recycling and Recovery Pty Ltd
4. West Tip Waste Control Pty Ltd
5. Western Metropolitan Regional Council (WMRC)
6. D & M Waste Management

The proposed term of this contract is 36 months, with the option of two (2) further 12-month extensions after successful performance reviews.

The tender was issued in two sections, allowing for the award of separate contracts for collection and disposal of greenwaste and hardwaste.

Bulk Rubbish Collection Evaluation

West Tip Waste Control Pty Ltd scored highest in the evaluation process for section 1 bulk rubbish collection (Refer to Confidential Attachment 1). While their offered timeframe of 7 weeks was the longest received, the price offered was the cheapest by approximately \$500,000 over the maximum lifetime of the contract. It is envisaged that the collection timeframe will drop to 6 weeks once the collection process is refined.

West Tip Waste Control Pty Ltd have demonstrated their capacity to complete the collections, possessing 3 rear loading compactor vehicles and experienced personnel.

West Tip Waste Control Pty Ltd demonstrated 30 years of experience providing similar services and recently providing collection services as a sub-contractor for Cleanaway on the City's previous bulk rubbish collection contract. West Tip provided detailed information of recent contracts of a similar size and scope with the local governments of Cottesloe, Subiaco and Fremantle.

All other areas were acceptably addressed such as customer service, emergency collection requests, health and safety and environmental aspects.

Bulk Rubbish Disposal Evaluation

West Tip Waste Control Pty Ltd scored second highest in the evaluation process for Section 2 – Bulk Rubbish Disposal, scoring highest in the qualitative criterion (Refer to Confidential Attachment 2).

West Tip Waste Control Pty Ltd demonstrated a proven track record of achieving good outcomes on recent contracts of a similar size and scope with Town of Cottesloe and the City of Nedlands. Methodologies for the disposal and recovery processes are provided.

Recovery rates of 70% of hardwaste and 100% of green waste are given which is known to be achievable due to the recovery percentages achieved on the previous contract held by West Tip Waste Control Pty Ltd. Health and Safety and Environmental issues are covered in detail.

A referee report was obtained from the City of Subiaco who currently hold a contract with West Tip Waste Control Pty Ltd for the collection and disposal of hardwaste, they stated that the contractor's communication was excellent, they worked in a tidy manner and rectified any issues quickly, providing accurate statistics as required. Their recovery rates have been excellent at around 85% and collections are completed within agreed timeframes.

While West Tip Waste Control Pty Ltd's Greenwaste disposal offered price was approximately \$6,000 more than that of Community Greenwaste or 0.27% of the gross contract value once collection costs to the Community Greenwaste site in Henderson had been factored in. Due to the qualitative benefits provided by West Tip Waste Control Pty Ltd's offer and consistency of service, their offer is preferred.

Conclusion

After evaluation of the tenders received, it is recommended that the offer from West Tip Waste Control Pty Ltd is accepted for sections 1 and 2.

Key Relevant Previous Council Decisions:

Nil.

Consultation

Nil.

Budget/Financial Implications

A provision for bulk rubbish collection and disposal services is included as part of the 2019/20 waste budget.

14. Elected Members Notices of Motions of Which Previous Notice Has Been Given

Disclaimer: Where administration has provided any assistance with the framing and/or wording of any motion/amendment to a Councillor who has advised their intention to move it, the assistance has been provided on an impartial basis. The principle and intention expressed in any motion/amendment is solely that of the intended mover and not that of the officer/officers providing the assistance. Under no circumstances is it to be expressed to any party that administration or any Council officer holds a view on this motion other than that expressed in an official written or verbal report by Administration to the Council meeting considering the motion.

Nil.

15. Elected members notices of motion given at the meeting for consideration at the following ordinary meeting on 27 August 2019

Disclaimer: Where administration has provided any assistance with the framing and/or wording of any motion/amendment to a Councillor who has advised their intention to move it, the assistance has been provided on an impartial basis. The principle and intention expressed in any motion/amendment is solely that of the intended mover and not that of the officer/officers providing the assistance. Under no circumstances is it to be expressed to any party that administration or any Council officer holds a view on this motion other than that expressed in an official written or verbal report by Administration to the Council meeting considering the motion.

Notices of motion for consideration at the Council Meeting to be held on 27 August 2019 to be tabled at this point in accordance with Clause 3.9(2) of Council's Local Law Relating to Standing Orders.

Nil.

16. Urgent Business Approved By the Presiding Member or By Decision

Nil.

17. Confidential Items

Nil.

Declaration of Closure

There being no further business, the Presiding Member declared the meeting closed at 10.39 pm.